STATE PUBLISHING CO., PIERRE, SOUTH DAKOTA-SMEAD 104 SP14130

and Chris Nelson Service Signed by Keith Hilland; u hou Cloud; of Part; Conclusions of Low; Nature of Entry of Order-Pon Confidential Ve Last, Conclusions of Low; Nature of Entry of Order-Non-Confidential formation filed as Confidential

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

SEP 2 7 2002

IN THE MATTER OF S&S)	SOUTH DAKOTA PUBLIC		
COMMUNICATIONS/ALTERNA-)	TC02-166 UTILITIES COMMISSION		
CELL'S COMPLIANCE WITH)			
COMMISSION ORDER)	STAFF'S MOTION FOR		
)	AN ORDER TO SHOW CAUSE		

On July 21, 2000, the Public Utilities Commission (Commission) received an application for a certificate of authority to provide interexchange telecommunication services from S&S Communications/Alterna-Cell (S&S) in docket TC00-114. On December 21, 2000, the Commission issued an Order granting S&S a certificate of authority to provide interexchange telecommunication services. The Commission approved the company's application for a certificate of authority, subject, in part, to the following:

- 1. A continuous \$50,000 (at a minimum) surety bond and
- 2. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. The collateral agreement between S&S and AFC dated December 8, 2000, was attached thereto as Exhibit 1 and was incorporated by reference as though there fully set forth. (See Staff Exhibit A, which is referenced and incorporated by reference herein).

In support of the Motion For An Order To Show Cause, staff submits the following:

- 1. Pursuant to the Order, S&S was required to update its bond to provide for 100% coverage of the prepaid amounts not covered under the collateral agreement. This was to be provided to the Commission on the twenty-first day of December and June each year.
- 2. On June 21, 2002, S&S failed to provide the current prepaid customer information and failed to update the bond pursuant to the Order. In response to this failure S&S was again contacted by staff.
- 3. On July 19, 2002, S&S submitted the customer bonding information. (See Staff Exhibit B which is referenced and incorporated by reference herein, confidential treatment requested by S&S).
- 4. On July 29, 2002 staff contacted S&S and informed the company that staff believed that there were errors in the calculations found in the customer bonding information filed by the company on July 19, 2002 (see Staff Exhibit C, which is referenced and incorporated by reference herein, confidential treatment requested). Staff then began sending data requests to S&S for the purpose of determining the proper amount of bond which should be post to keep the company in compliance with the Order.
- 5. On August 15, 2002 staff sent a first data request (see Staff Exhibit D, which is referenced and incorporated by reference herein, confidential treatment requested).

- 6. On August 22, 2002 staff sent a second data request (see Staff Exhibit E, which is referenced and incorporated by reference herein, confidential treatment requested).
- 7. On August 30, 2002 staff received a partial reply to data requests one and two from the company (see Staff Exhibit F, which is referenced and incorporated by reference herein, confidential treatment requested).
- 8. On September 9, 2002 staff sent a third data request and informed S&S that it was staff's opinion that S&S was not in compliance with the bonding provisions of the Commission's Order (see Staff Exhibit G, which is referenced and incorporated by reference herein, confidential treatment requested).
- 9. On September 11, 2002 staff received a partial reply to the third data request (see Staff Exhibit H, which is referenced and incorporated by reference herein, confidential treatment requested).
- 10. On September 12, 2002 staff received an Irrevocable Standby Letter of Credit issued by Aberdeen Finance Company with the South Dakota Public Utilities Commission nominated as the beneficiary, for S&S Communications (see Staff Exhibit I, which is referenced and incorporated by reference herein, confidential treatment requested).
- 11. On September 17, 2002 staff sent a fourth data request (see Staff Exhibit J, which is referenced and incorporated by reference herein, confidential treatment requested).
- 12. On September 24, 2002 staff received a reply to the fourth data request and an objection to staff's data requests amounting to a refusal to provide the information requested by staff for the purposes of determining the proper bond amount to be posted by S&S in accordance with the Order signed by this Commission (see Staff Exhibit K, which is referenced and incorporated by reference herein, confidential treatment requested).

Wherefore, staff humbly requests that the Commission issue an Order To Show Cause for a determination as to why S&S Communications should not be found in violation of the Order signed by this Commission in this docket on the following basis:

- 1. The Order awarding S&S authority to provide interexchange telecommunication services in South Dakota was contingent upon S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. S&S has failed to meet this condition, continues to refuse to meet this condition and has refused to provide staff with the information necessary to allow staff to calculate the proper bonding amount.
- 2. The Order awarding S&S authority to provide interexchange telecommunication services in South Dakota requires that S&S update its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. A Letter of Credit is not a bond and not in compliance with the Order.
- 3. SDCL §49-31-7.1, in part, states that the Commission may has the power and the duty to perform the following functions:

- "(1) Examine and inspect the condition of each telecommunications company in this state and of its equipment, and the manner of its conduct and management with reference to the safety, accommodation and convenience of the public...;
- (3) Inquire into the management of the business of all telecommunications companies subject to the provisions of this chapter, and the commission shall keep informed as to the manner and method in which the same is conducted, and may obtain from such telecommunications companies full and complete information necessary to enable it to perform the duties and carry out the objects for which it was created;
- (4) Require annual reports and such special reports which, in the opinion of the commission, are necessary or proper for its information;
- (5) Prescribe the forms of any and all accounts, records and memoranda to be kept by telecommunications companies;
- (6) Inspect all accounts, records and memoranda kept by telecommunications companies and may employ special agents or examiners who have authority, under the order of the commission, to examine any and all accounts, records and memoranda kept by any telecommunications company engaged in interstate commerce;
- (7) Examine any of the books, papers or documents of any such telecommunications company and to examine under oath or otherwise any officer, director, agent or employee of any such telecommunications company...."

It is staff's position that the refusal of S&S Communications to provide the information requested for the purpose of determining the proper bonding amount is in direct violation of the powers and duties of the Commission as provided by the Legislature of this state and in violation of the Order signed by this Commission.

For the foregoing reasons staff then MOVES that this Commission issue an Order To Show Cause pursuant to ARSD 20:10:01:45 as to why S&S Communications should not be found in violation of the Order Granting Certificate of Authority and of the laws and rules of the State of South Dakota, including but not limited to SDCL §49-31-7.1, ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05.

Furthermore, staff requests that if the Commission grant staff's request for an Order To Show Cause, that the Commission issue the following:

- 1. An Order compelling S&S Communications to produce any and all documents pursuant to SDCL §49-31-7.1, and any other applicable rule or law, for staff to determine the proper amount of bond as required by the Order Granting Certificate of Authority;
- 2. An Order compelling S&S Communications to produce a bond in compliance with Order Granting Certificate of Authority;
- 3. An Order suspending or revoking the Certificate of Authority granted to S&S Communications pursuant to ARSD 20:10:24:04.02, specifically, but not limited to 20:10:24:04.02(2) and

4.	Any and all other relief deem appropriate by the Commission to assure current and future
	compliance on the part of S&S Communications with the Orders of this Commission and the rules
	and statutes of the State of South Dakota

Signed and dated this 27° day of September, 2002.

DEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
S&S COMMUNICATIONS/ALTERNA-CELL)	CERTIFICATE OF
FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY
PROVIDE INTEREXCHANGE)	
TELECOMMUNICATIONS SERVICES IN)	TC00-114
SOUTH DAKOTA	•

On July 21, 2000, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S Communications/Alterna-Cell (S&S).

The applicant intends to offer interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission considered S&S's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the following:

- 1. a continuous \$50,000 (at a minimum) surety bond; and
- S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that S&S has met the legal requirements established for the granting of a certificate of authority. S&S has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves S&S' application for a certificate of authority, subject to the following:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements, informing them of the collateral agreement referenced below:
- 2. a continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. The collateral agreement between S&S and AFC dated December 8, 2000, attached hereto as Exhibit 1, is incorporated herein by reference as though here fully set forth.



As the Commission's final decision in this matter, it is therefore

ORDERED, that S&S' application for a certificate of authority is hereby granted, subject to the following:

- Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements, informing them of the collateral agreement referenced below;
- 2. a continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. The collateral agreement between S&S and AFC dated December 8, 2000, attached hereto as Exhibit 1, is incorporated herein by reference as though here fully set forth.

It is

FURTHER ORDERED, that S&S shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 21 st day of December, 2000.



Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982

MARK A. KRAGE Loan Officer KATHLEEN GETTY Agency Manager

independeni Insurance

GEO. M. RICH
President
TIM RICH
Vice President

December 8, 2000

RECEWED

Mr. Keith Senger South Dakota Public Utilities Commission State Capitol Building 500 E. Capitol Avenue Pierre, SD 57501-5070

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re: S&S Communications

Dear Mr. Senger:

This letter is to confirm the agreement between S&S Communications and the Aberdeen Finance Corporation concerning the treatment of prepaid customers of S&S. In connection with addressing issues raised by you in connection with S&S's application to the South Dakota PUC, S&S obtained professional appraisals of its wireless system assets, including numberous wireless licenses, which it has offered to provide as collateral to the Aberdeen Finance Corporation. The amount of collateral S&S will be providing to the Aberdeen Finance Corporation has an estimated market value in excess of \$2.5 million. In exchange, the Aberdeen Finance Corporation has agreed that in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements. This agreement would not in any way relieve S&S's customers from paying for services they receive from S&S or otherwise affect their obligations to the Aberdeen Finance Corporation under their financing agreements with us. The approximate amount of finance contracts currently held by the Aberdeen Finance Corporation for S&S customers if \$603,000.

Yours truly,

ABERDEEN FINANCE CORPORATION

Βv

Tim G. Rich Vice President

TGR/rm

CONFIDENTIAL

South Dakota Public Utilities Commission WEEKLY FILINGS

For the Period of September 26, 2002 through October 2, 2002

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT02-038

In the Matter of the Complaint filed by Krista Heeren-Graber on behalf of S.D. Network Against Family Violence & Sexual Assault, Sioux Falls, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding a Contract Dispute.

Complainant's representative states that in September 1999, Complainant began receiving service from McLeod. Over a three year period two additional lines and internet service were added. Since 1999, different disputes arose including assessing the Complainant for lowa sales tax which took months to get credit for; voice mail not working properly; and due to an upgrade by McLeod, the Complainant was without toll-free access service for many weeks. Complainant ended service with McLeod in June 2002. The final billing included a term liability charge for over \$2000. Complainant's representative disputes that there was a five year contract entered into with McLeod, that the original of the contract does not list any terms and conditions, and the copy sent by McLeod to the Complainant showing the terms and conditions is dated March 2002.

Staff Analyst: Amy Kayser Staff Attorney: Karen Cremer Date Docketed: 09/27/02 Intervention Deadline: N/A

ELECTRIC

EL02-019

In the Matter of the Filing by Xcel Energy for Approval of its 2001 Economic Development Annual Report and 2002 Economic Development Plan.

On September 30, 2002, the Commission received a filing from Xcel Energy in accordance with Docket EL91-004 requesting: (1) approval of its 2001 economic development report; and (2) approval of its 2002 economic development budget.

Staff Analyst: Heather Forney Staff Attorney: Kelly Frazier Date Docketed: 09/30/02 Intervention Deadline: 10/18/02

EL02-020 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Eden.

Otter Tail Power Company has filed for approval a Municipal Contract with the City of Eden and a Summary List of Contracts with Deviations. The Municipal Contract for the City of Eden was updated because the old Contract will expire on October 26, 2002. The new Contract does not include any new rates that would be considered a deviation.

Staff Analyst: Michele Farris Staff Attorney: Kelly Frazier Date Docketed: 09/30/02

Intervention Deadline: 10/16/02

EL02-021 In the Matter of the Filing by Xcel Energy for Approval of its Revised Rate Sheets for its Occasional Delivery Energy Service and Time of Delivery Energy Service.

On September 27, 2002, the Commission received for approval a filing of revised rate sheets for the Occasional Delivery Energy Service and Time of Delivery Energy Service. According to the filing, the proposed Occasional Delivery Energy Service rate sheet is revised to reflect an increased metering charge and energy payment. The proposed Time of Delivery Energy Service rate sheet is revised to reflect a decrease in metering charge. Similarly, energy and capacity payments are also revised to reflect the Company's 2002 avoided costs estimate, as illustrated in attachment 1 to the filing.

Staff Attorney: Kelly Frazier Staff Analyst: David Jacobson Date Docketed: 10/01/02

Intervention Deadline: 10/18/02

TELECOMMUNICATIONS

TC02-166 In the Matter of S&S Communications/Alterna-Cell's Compliance with Commission Order.

On September 27, 2002, the Commission received a Motion from staff requesting that the Commission issue an Order To Show Cause to S&S Communications/Alterna-Cell (S&S) as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. According to the Motion, staff has sent numerous data requests to S&S in order to determine the proper amount of bond which S&S must post pursuant to the Order. On September 24, 2002, staff received a letter from S&S objecting to providing this information. The Motion alleges that this denial is in violation of state law and alleges that S&S is not properly bonded. Staff seeks an Order, inter alia, compelling S&S to produce the information requested by staff, compelling S&S to meet the bond requirements of the Order or suspending or revoking S&S' certificate of authority. Any party wishing to comment on the Motion may do so by filing written comments with the Commission and the parties to the agreement no later than October 16, 2002. Written responses to the comments may be filed no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier Date Docketed: 09/27/02

Initial Comments Due: 10/16/02

You may receive this listing and other PUC publications via our website or via internet e-mail. You may subscribe or unsubscribe to the PUC mailing lists at http://www.state.sd.us/puc

Meyer & Rogers

-ATTORNEYS AT LAW-

P.O. BOX 1117 • 320 EAST CAPITOL • PIERRE, SOUTH DAKOTA 57501-1117 • TELEPHONE 605-224-7889 • FACSIMILE 605-224-9060

BRIAN B. MEYER DARLA POLLMAN ROGERS

October 16, 2002

FECTIVE!

OCT 1 6 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Deb Elofson Public Utilities Commission 500 East Capitol Avenue Pierre, South Dakota 57501

Re:

Docket Number TC02-166 Our File Number 2002-76

Dear Deb:

You will find enclosed herein the original and ten copies of PETITION TO INTERVENE in the above docket.

By copy of this letter, I am also serving John Burke with a copy of the Petition.

Sincerely yours,

Darla Pollman Rogers Attorney at Law

DPR/ph

Enclosures

CC: John Burke, Attorney for S&S Communications

OCT 1 6 2002

DEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA-CELL'S COMPLIANCE WITH COMMISSION ORDER

Docket No. TC02-166

PETITION FOR INTERVENTION

LECA and all of the named defendants in a lawsuit filed by S&S Communications (hereinafter "S&S") in Federal District Court in July of 2002 (said parties being listed on attached Exhibit A and hereinafter collectively referred to as "LECA et al") hereby petition the Commission for intervention in the above-captioned proceedings pursuant to SDCL 1-26-17.1 and ARSD §§ 20:10:01:15.02, 20:10:01:15.03, and 20:10:01:15.05. In support hereof, LECA et al states as follows:

- 1. LECA is a nonprofit corporation duly created and existing under the laws of the state of South Dakota, and is comprised of rural local exchange carriers operating throughout the state. LECA is the organization responsible for establishment, through proper filings with the Commission, of the intrastate access rates utilized by its member companies.
- 2. All of the companies listed in Exhibit A are independent local exchange carriers that utilize the approved LECA rates for intrastate access charges.
- 3. S&S has commenced a lawsuit in Federal District Court against LECA et al alleging, among other things, that LECA et al is charging excessive per-minute rates for originating and terminating long distance calls (intrastate), despite the fact that these rates have been approved by the Commission.

- 4. On September 27, 2002, Commission Staff filed a Motion with the Commission, requesting the Commission to issue an Order to Show Cause to S&S Communications/Alterna-Cell (S&S) as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114.
- 5. While Staff objects to S&S not being properly bonded and seeks to enforce information requests and bonding requirements, Staff asks alternatively for suspension or revocation of S&S's Certificate of Authority.
- 6. LECA et al seeks leave to intervene in this docket for the purpose of supporting Staff's request for an Order to Show Cause to be issued against S&S, on the following grounds:
- A. SDCL 49-31-3 and ARSD 20:10:24:02 and 03 require a company applying for and granted a Certificate of Authority to provide interexchange telecommunications services in South Dakota to be "<u>financially</u>, technically, and managerially able to provide the contemplated services." (Emphasis added.)
- B. In its Order Granting Certificate of Authority to S&S dated December 21, 2000, the Commission found that S&S demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota.

 (See Order Granting Certificate of Authority in TC00-114.)
- C. S&S provides telecommunications services in many of the service areas of the local exchange companies listed on Exhibit A and seeking intervention herein. Accordingly, S&S purchases landline long distance origination and termination, wireless termination, and special access circuits from said companies.
- D. LECA et al wishes to appear in this docket in order to present evidence that S&S does not pay for services purchased from the local companies in a timely man-

ner. In fact, S&S has outstanding and past due balances with several of these companies,

despite proper demands for payment

E. S&S is selling prepaid long distance services to LECA et al's local ex-

change customers. Should these local exchange service customers lose their long dis-

tance service (which has been prepaid), these customers (who are also customers of

LECA et al) will suffer financial loss and hardship. LECA et al believes it is in the best

interests of its companies and their customers to protect them from this eventuality.

F. ARSD 20:10:24:04:02 provides for revocation or suspension of a pro-

vider's Certificate of Authority for failure of the provider to comply with applicable re-

quirements of the chapter, which includes financial ability to provide the contemplated

services.

7. The Commission's decision on Staff's Motion will have an impact on

each of the local exchange companies to whom S&S owes money, and ultimately will

impact the end users of S&S. Accordingly, LECA et al has an interest in this proceeding

and seeks intervention in this docket.

8. Based on all of the foregoing, LECA et al alleges that it is an interested

party in this matter and seeks intervening party status.

Respectfully submitted this __/lottle__ day of October, 2002.

Darla Pollman Rogers

MEYER & ROGERS

P.O. Box 1117

Pierre, South Dakota 57501

Attorney of record for LECA et al

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she served a copy of the foregoing PE-TITION FOR INTERVENTION upon the person herein next designated, on the date below shown, by depositing a copy thereof in the United States mail at Pierre, South Dakota, postage prepaid, in an envelope addressed to said addressee, to-wit:

John W. Burke Barker, Wilson, Reynolds & Burke, LLP P. O. Box 100 Belle Fourche, South Dakota 57717-0100

Dated this sixteenth day of October, 2002.

Darla Pollman Rogers

Meyer & Rogers

P. O. Box 1117

Pierre, South Dakota 57501

Attorney for LECA et al

Exhibit A

DEFENDANTS

LOCAL EXCHANGE CARRIERS ASSOCIATION, INC. (LECA)

ARMOUR INDEPENDENT TELEPHONE COMPANY

BALTIC TELECOM COOPERATIVE, INC.

BERESFORD MUNICIPAL TELEPHONE COMPANY

BRIDGEWATER-CANISTOTA INDEPENDENT TELEPHONE COMPANY, INC.

CHEYENNE RIVER SIOUX TRIBE TELEPHONE AUTHORITY

(subsequently dismissed)

CITY OF BROOKINGS MUNICIPAL TELEPHONE DEPARTMENT

CITY OF FAITH TELEPHONE COMPANY

EAST PLAINS TELECOM, INC.

GOLDEN WEST TELECOMMUNICATIONS COOPERATIVE, INC.

INTERSTATE TELECOMMUNICATIONS COOPERATIVE, INC.

JAMES VALLEY COOPERATIVE TELEPHONE COMPANY

KENNEBEC TELEPHONE COMPANY, INC.

McCOOK COOPERATIVE TELEPHONE COMPANY, INC.

MIDSTATE COMMUNICATIONS, INC.

RC COMMUNICATIONS, INC.

ROBERTS COUNTY TELEPHONE COOPERATIVE ASSOCIATION, INC.

SANTEL COMMUNICATIONS COOPERATIVE, INC.

SIOUX VALLEY TELEPHONE COMPANY, INC.

SPLITROCK PROPERTIES, INC.

SPLITROCK TELECOM COOPERATIVE, INC.

STOCKHOLM-STRANDBURG TELEPHONE COMPANY, INC.

SULLY BUTTES TELEPHONE COOPERATIVE, INC.

TRI-COUNTY TELECOM, INC.

UNION TELEPHONE COMPANY, INC.

VALLEY TELECOMMUNICATIONS COOPERATIVE ASSOCIATION, INC.

VIVIAN TELEPHONE COMPANY, INC.

WESTERN TELEPHONE COMPANY, INC.

WEST RIVER COOPERATIVE TELEPHONE COMPANY, INC.

WEST RIVER TELECOMMUNICATIONS COOPERATIVE, INC.

EXPRESS COMMUNICATIONS, INC.

Meyer & Rogers

----ATTORNEYS AT LAW-

P.O. BOX 1117 • 320 EAST CAPITOL • PIERRE, SOUTH DAKOTA 57501-1117 • TELEPHONE 605-224-7889 • FACSIMILE 605-224-9060

BRIAN B. MEYER DARLA POLLMAN ROGERS

October 18, 2002

RECEIVED

OCT 18 2002

Deb Elofson Public Utilities Commission 500 East Capitol Avenue Pierre, South Dakota 57501 SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re:

Docket Number TC02-166 Our File Number 2002-76

Dear Deb:

On or about October 16, 2002, LECA and several independent local exchange carriers (LECA et al) filed a **Petition for Intervention** in the above-numbered docket.

This will serve as notice to you that LECA et al hereby withdraws its Petition for Intervention.

Sincerely yours,

Derla Hollman Rogers

Darla Pollman Rogers

Attorney at Law

DPR/ph

CC: John Burke, Attorney for S&S Communications

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S)	ORDER GRANTING
COMM	/IUNICAT	TONS/ALT	ΓERNA-C	ELL'S)	MOTION TO ISSUE
COMF	PLIANCE	WITH	COMMI	SSION)	ORDER TO SHOW CAUSE
ORDE	R)	
)	TC02-166

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order To Show Cause to S&S Communications/Alterna-Cell (S&S) as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including, but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. According to the Motion, Staff sent numerous data requests to S&S in order to determine the proper amount of bond which S&S must post pursuant to the Order. On September 24, 2002, Staff received a letter from S&S objecting to providing this information. The Motion alleged that this denial was in violation of state law and alleges that S&S is not properly bonded. Staff seeks an Order compelling, inter alia, S&S to produce information requested by Staff, compelling S&S to meet the bond requirements of the Order or suspending or revoking S&S' certificate of authority.

On October 3, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of October 16, 2002, to interested individuals and entities. On October 16, 2002 the Commission received a Petition For Intervention from LECA (et al). On October 17, at its regularly scheduled meeting, the Commission considered whether to grant LECA (et al) intervention. The Commission also considered whether to grant Staff's Motion for the Commission to issue an Order To Show Cause. Staff recommended deferring the issue of whether to grant LECA (et al) intervention. Staff also recommended that the Commission issue an Order To Show Cause as to why S&S should not be found in violation the Order issued in TC00-114 and South Dakota law. The Commission voted unanimously to defer action on whether to grant LECA (et al) intervention and voted unanimously to grant Staff's Motion To Issue An Order To Show Cause. LECA subsequently withdrew its Petition For Intervention.

The Commission has jurisdiction over this matter pursuant to SDCL 49-31, specifically, but not necessarily limited to, 49-31-3, 49-31-7.1 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:24:04.02. The Commission voted unanimously to grant Staff's Motion For An Order To Show Cause. It is therefore

ORDERED, that an Order To Show Cause shall be issued by the Commission directing S&S Communications to appear at a time and date to be specified therein to SHOW CAUSE as to why it should not be found in violation of the Order issued in TC00-114 and in violation of SDCL 49-31-3, 49-31-7.1, ARSD 20:10:24:04:02 and any other applicable law.

Dated at Pierre, South Dakota, this 28th day of October, 2002.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

Date: October 28 2002

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

ROBERT K. SAHR, Commissioner

BARKER WILSON REYNOLDS & BURKE

LAWYERS

www.courtroomcounselors.com

4200 BEACH DRIVE P.O. BOX 9335 RAPID CITY, SD 57709-9335 605.718.8000 ◆FAX: 605.718.8010

211 ZINNIA STREET P.O. Box 100 BELLE FOURCHE, SD 57717-0100 605.723.8000 ◆ Fax: 605.723.8010

REPLY TO: BELLE FOURCHE OFFICE

November 14, 2002

RECEIVED

NOV 1.5 2002

Debra Elofson Executive Director Public Utilities Commission State Capitol 500 East Capitol Pierre, SD 57501

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

FAX Received 10V 14 2003

Re: Notice of Withdrawal of Counsel

Dear Debra:

CENNETH E. BARKER"

MICHAEL A. WILSON'

MICHAEL P. REYNOLDS"

OHN W. BURKE"

EFFERY D. COLLINS

Enclosed for filing please find the original and ten copies of *Notice of Withdrawal of Counsel* regarding In the Matter of S&S Communications/Alternacell's Compliance with Commission Order.

By copy of this letter, a copy of the same is being served upon Keith Senger and Kelly Frazier via facsimile and first class mail.

If you have any questions, please feel free to give me a call at any time.

Best regards.

Sincerely,

BARKER, WILSON, REYNOLDS & BURKE, L.L.P.

John W. Burke
For the Firm

.

JWB(bb) Enclosure

cc:

S&S Communications

Keith Senger Kelly Frazier

FAX Received NOV 14 2002

RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

NOV 1 5 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF S&S)	TC02-166	UTILITI
COMMUNICATIONS/ALTERNACELL'S)		
COMPLIANCE WITH COMMISSION)	NOTICE OF WITHD	RAWAL
ORDER)	OF COUNSE	L

COMES NOW John W. Burke, counsel for S&S Communications in the above-captioned proceeding, and hereby gives notice that he will no long be acting as counsel for S&S Communications/Alternacell in the above-captioned proceeding.

Dated this // day of November, 2002.

BARKER, WILSON, REYNOLDS & BURKE, L.L.P.

By:

John W Burke 211 Zinnia Street P.O. Box 100

Belle Fourche, SD 57717-0100

Tel: (605) 723-8000 Fax: (605) 723-8010

CERTIFICATE OF SERVICE

I, John W. Burke, hereby certify that on the // day of November, 2002, I caused a copy of the foregoing NOTICE OF WITHDRAWAL OF COUNSEL to be served upon:

Mr. Keith Senger Utility Analyst - S.D. P.U.C. State Capitol Building 500 East Capitol Pierre, SD 57501-5070 Mr. Kelly Frazier Staff Attorney - S.D. P.U.C. State Capitol Building 500 East Capitol Pierre, SD 57501-5070

via facsimile, and by depositing a copy of the same in envelopes securely sealed and with first class postage fully prepaid thereon, in the United States mail at the City of Belle Fourche, Butte County, South Dakota, addressed to the above named addresses at the foregoing addresses, the same being the last known addresses of said addresses.

John W. Burke

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

RECEWED

DEC 0 6 2002

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA-)))	TC02-166	SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
CELL'S COMPLIANCE WITH)	MOTION FO	OR ORDER
COMMISSION ORDER)	TO COMPE	L INSPECTION
)	OF DOCUM	ENTS

On September 27, 2002, the Commission received a Motion For An Order To Show Cause (Motion) from Staff requesting that the Commission issue an Order To Show Cause to S&S Communications/Alterna-Cell (S&S) as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including, but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. According to the Motion, which is here referenced and incorporated by reference, Staff sent numerous data requests to S&S in order to determine the proper amount of bond which S&S must post pursuant to the Order. On September 24, 2002, Staff received a letter from S&S objecting to providing this information. The Motion alleged that this denial was in violation of state law and alleges that S&S is not properly bonded. Staff seeks an Order compelling, inter alia, S&S to produce information requested by Staff, compelling S&S to meet the bond requirements of the Order or suspending or revoking S&S' certificate of authority.

On October 3, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of October 16, 2002, to interested individuals and entities. On October 16, 2002 the Commission received a Petition For Intervention from LECA (et al). On October 17, 2002, at its regularly scheduled meeting, the Commission considered whether to grant LECA (et al) intervention. The Commission also considered whether to grant Staff's Motion for the Commission to issue an Order To Show Cause. Staff recommended deferring the issue of whether to grant LECA (et al) intervention. Staff also recommended that the Commission issue an Order To Show Cause as to why S&S should not be found in violation of the Order issued in TC00-114 and South Dakota law. The Commission voted unanimously to defer action on whether to grant LECA (et al) intervention and voted unanimously to grant Staff's Motion To Issue An Order To Show Cause. LECA subsequently withdrew its Petition For Intervention. On October 28, 2002, the Commission signed an Order Granting Motion To Issue Order To Show Cause.

One of the issues raised by staff in this case is whether S&S is properly bonded. Though staff has received some financial and customer information from S&S, staff has not reviewed the actual documents kept by S&S to verify that this information is accurate and all-inclusive. It is staff's position that a review of material kept by S&S, such as accounts, records, memoranda, books, papers or other documents, is necessary for staff to make a recommendation to the Commission regarding the proper bonding amount. Without such a review, there cannot be a full hearing on whether S&S is properly bonded. Staff has notified S&S of staff's intent to review S&S records and S&S has refused to allow staff access to its records. Consequently, staff hereby Motions the Commission to issue an Order compelling S&S to permit staff access to any and all materials permitted by the rules and statutes of South Dakota law.

As noted in staff's original Motion, SDCL §49-31-7.1 states that the Commission the has power and the duty to perform, inter alia, the following relevant functions:

- "(1) Examine and inspect the condition of each telecommunications company in this state and of its equipment, and the manner of its conduct and management with reference to the safety, accommodation and convenience of the public...;
- (3) Inquire into the management of the business of all telecommunications companies subject to the provisions of this chapter, and the commission shall keep informed as to the manner and method in which the same is conducted, and may obtain from such telecommunications companies full and complete information necessary to enable it to perform the duties and carry out the objects for which it was created;...
- (6) Inspect all accounts, records and memoranda kept by telecommunications companies and may employ special agents or examiners who have authority, under the order of the commission, to examine any and all accounts, records and memoranda kept by any telecommunications company engaged in interstate commerce;
- (7) Examine any of the books, papers or documents of any such telecommunications company and to examine under oath or otherwise any officer, director, agent or employee of any such telecommunications company...."

It is staff's position that SDCL §49-31-7.1 more than adequately delineates the authority of the Commission to review the information sought in this matter. Furthermore, this Commission issued an Order in TC00-114 specifically mandating that S&S "update its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement (of Aberdeen Finance Corporation)." By denying staff access to its records, S&S is obstructing staff's obligation to advise the Commission on compliance with that Order.

In response to staff's request, Mr. Les Sumption, the owner and operator of S&S, responded by stating that he provided information to staff under an agreement that staff would not check his records. Staff here firmly denies any agreement of this nature. Staff believes that S&S was compelled by law to provide all of the information it has submitted to this point and accordingly, staff had neither the motive nor the authority to forfeit the Commission's powers and duties in this regard. Concurrently, Mr. Sumption argued that he is forbidden by Federal Law from providing staff the access requested. Staff knows of no law forbidding such access and states that the confidentiality provisions of ARSD 20:10:01 adequately protect any privacy rights asserted.

For the foregoing reasons and the arguments raised in the original Motion, staff hereby MOTIONS this Commission to issue an Order Compelling S&S to provide staff access to materials as described above and provided for in South Dakota law.

Signed and dated this day of <u>December</u>, 2002

Kelly D. Frazier

Kolbo, Delaine

From:

Sent: To:

Frazier, Kelly Friday, December 06, 2002 4:20 PM Kolbo, Delaine Senger, Keith Atty Contact for S&S TC02-166

Cc: Subject:

Russell M. Blau Swidler Berlin Shereff Friedman, LLP 3000 K Street, NW, Suite 300 Washington, DC 20007 (202) 424-7835 fax: (202) 295-8478 RMBlau@swidlaw.com

Thanks. KDF

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
S&S COMMUNICATIONS/ALTERNA-CELL)	AMENDED CERTIFICATE OF
FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY
PROVIDE INTEREXCHANGE)	
TELECOMMUNICATIONS SERVICES IN)	TC02-166
SOUTH DAKOTA)	

On July 21, 2000, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S Communications/Alterna-Cell (S&S). S&S' application was docketed as TC00-114.

S&S sought authority to provide interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission approved S&S' application, subject to conditions. On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to the following conditions:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements informing them of the collateral agreement;
- 2. A continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause.

At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission further finds that S&S agreed at the meeting to an amendment to its certificate of authority to add a condition to restrict S&S from offering any prepaid services to customers in South Dakota or requiring of, or accepting from, customers in South Dakota deposits or payments in advance of provision of service.

The Commission accordingly approves and orders that S&S' certificate of authority originally granted in Docket TC00-114 be amended to add the condition that S&S not offer prepaid services to, or require or accept deposits or advance payments from, South Dakota customers without prior approval of the Commission. This condition is in addition to and not in lieu of all conditions contained in the original certificate of authority granted in TC00-114. This action and Order by the Commission to amend S&S' certificate of authority is intended as an interim measure and not as final action in Docket TC02-166. This Order is not intended to prohibit S&S from applying to this Commission for a further amendment of its certificate of authority to either remove or modify the restrictive conditions, including those imposed by this Order or to prohibit either the Commission or Staff from taking further action to enforce the terms of the certificate of authority or otherwise to protect the public interest or enforce the laws of this state.

As the Commission's decision in this matter, it is therefore

ORDERED, that the certificate of authority originally granted to S&S in TC00-114 to provide interexchange telecommunications services is amended to include the additional condition that S&S not offer prepaid services to, or require or accept deposits or advance payments from, South Dakota customers without prior approval of the Commission, and that all conditions contained in the original certificate of authority granted in TC00-114 shall remain in effect and subject to enforcement by the Commission.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 30th day of March, 2003. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this 20th day of March, 2003.

CERTIFICATE OF SERVICE The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon. By: Date: 3 20 0 3 (OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

ROBERT K. SAHR, Chairman

GARY HANSON, Commissioner

JAMES A. BURG, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

AMENDED CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State of South Dakota

Authority was Granted as of the date of the Original Order Granting Certificate of Authority Docket No. TC02-166

This is to certify that

S&S COMMUNICATIONS/ALTERNA-CELL

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this and day of March, 2003.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION:

ROBERT K. SAHR, Chairman

GARY HANSON, Commissioner

AMES A. BURG. Commissioner



MAY 2 7 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA PUBLIC OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF) '	MOTION FOR ORDER TO
S&S COMMUNICATIONS/ALTERNA-CELL)	AMEND CERTIFICATE OF
FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY TO CLARIFY
PROVIDE INTEREXCHANGE)	AND ADD REPORTING
TELECOMMUNICATIONS SERVICES IN)	REQUIREMENTS
SOUTH DAKOTA)	
)	TC02-166
	•	

Comes now the staff of the South Dakota Public Utilities Commission (Commission), pursuant to SDCL 49-31-7.1 and moves the Commission to issue an Order to Amend the Order Granting Certificate of Authority to S&S Communications issued by the Commission on December 21, 2000 in Docket TC00-114 and amended by the Commission on March 20, 2003, in its Order Granting Amended Certificate of Authority in this Docket, to specify with particularity the financial, customer, bonding (and/or other secuity) and other information as set forth in this Motion and enumerated below. In support of this Motion staff states as follows:

BACKGROUND

On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to conditions, one of which stated:

3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause. At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission. On March 20, 2003, the Commission issued an Order Granting Amended Certificate of Authority in this Docket to impose these further restrictions.

ARGUMENT IN SUPPORT OF MOTION

- 1. The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3, 49-31-7 and 49-31-7.1 and ARSD 20:10:24:02 and 20:10:24:03.
- 2. iin attempting to analyze the customer information provided by S&S under condition 3. of the original Order Granting COA, staff has determined that customer information alone is not sufficient to determine the necessary bond amount and other compliance issues. Given the very significant amount of customer pre-payments accumulated by S&S, it is critical that the Commission be provided thorough and accurate information from S&S that will enable the staff to determine the exposure of S&S's customers in the event S&S encounters financial problems.

- 3. SDCL 49-31-7 provides:
 - **49-31-7.** Improvement of business and equipment -- Notice to company from commission. In addition to the regulatory powers and duties provided by chapters 49-1 to 49-13, inclusive, and this chapter, the commission may conduct any investigations that are necessary to protect the public interest. The commission may order such changes or improvements in telecommunications facilities, exchanges or networks as necessary for the improvement of telecommunications service and the convenience of the public. If, in the judgment of the commission, any repair upon telecommunications facilities, a change in its rates, a change in the mode of operating telecommunications facilities or conducting telecommunications company business is necessary, reasonable and expedient in order to promote the safety, convenience and accommodation of the public, the commission shall notify the telecommunications company immediately, and such telecommunications company shall change the mode of operating its facilities or conducting its business, or repair, renew or replace such facilities in such manner, of such material and within such time as the commission may order. (emphasis supplied).
- 3. SDCL 49-31-7.1 states, in relevant part, that the Commission has power and the duty to perform, inter alia, the following functions:
 - (1) Examine and inspect the condition of each telecommunications company in this state and of its equipment, and the manner of its conduct and management with reference to the safety, accommodation and convenience of the public;

* * *

- (3) Inquire into the management of the business of all telecommunications companies subject to the provisions of this chapter, and the commission shall keep informed as to the manner and method in which the same is conducted, and may obtain from such telecommunications companies full and complete information necessary to enable it to perform the duties and carry out the objects for which it was created;
- (4) Require annual reports <u>and such special reports</u> which, in the opinion of the commission, are necessary or proper for its information;
- (5) Prescribe the forms of any and all accounts, records and memoranda to be kept by telecommunications companies;
- (6) Inspect all accounts, records and memoranda kept by telecommunications companies and may employ special agents or examiners who have authority, under the order of the commission, to examine any and all accounts, records and memoranda kept by any telecommunications company engaged in interstate commerce;
- (7) Examine any of the books, papers or documents of any such telecommunications company and to examine under oath or otherwise any officer, director, agent or employee of any such telecommunications company. . . . (emphasis added)

SDCL 49-31-7 and 49-31-7.1 provide the Commission sufficient authority to require S&S to provide financial statements as requested by staff. S&S has admitted that the bond and the letter of credit posted by the company do not meet the bonding requirements of the original Order issued

by this Commission in TC00-114. It is staff's position that the information requested below is necessary and proper for the Commission and staff to protect the safety, accommodation and convenience of the public. Pursuant to the original Order issued in TC00-114, S&S is required to submit a financial statement on June 23, 2003. As such, staff hereby Moves the Commission to issue an Order to Amend S&S's Certificate of Authority to require S&S to provide in its reports to the Commission on or before June 21 and December of each year, commencing with June 21, 2003, the following documents, statements and information:

- 1) A list (electronic and hard copy) of all South Dakota Prepaid customers. Each individual customer listing shall include:
- Customer name;
- Customer complete mailing address;
- Customer Telephone number;
- Customer Account number;
- Type of Contract (tariffed service offering);
- Number of contracts;
- Contract start date;
- Contract expiration date;
- Amount received per contract (including tax);
- Total Amount received (including tax);
- Indication if amount was paid in cash or financed though Aberdeen Finance Corporation (AFC) or other source:
- Total (original) customer principal amount financed by AFC;
- Current customer principal amount owed to AFC;
- A letter signed by an AFC officer verifying and concurring the per customer amounts;
- S&S's unearned revenue calculated by dividing the total amount received by the term of the contract and multiplying by the remaining term of the contract;
- Customer principal amount at risk this amount is the difference between the unearned revenue and the current customer AFC principal when the AFC principal is greater than the unearned revenue;
- Calculated bond amount. This amount is the sum of the unearned revenue for all non- AFC financed customers and the customer principal at risk.
- 2) A bond totaling the sum of the individual customers' calculated bond amounts.
- 3) A list (electronic and hard copy) of all South Dakota postpaid customers including:
- Customer name;
- Customer complete mailing address;
- Customer Telephone number;
- Customer Account number;
- Type of service (tariffed service offering).
- 4) Generally Accepted Account Procedure (GAAP) compliant financial statements for S&S Communications/Alterna Cell including a balance sheet, income statement and statement of cash flow for the most recent 12 month period.

Dated this 27 day of May , 2003.

Kelly D. Frazier Attorney

OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)
S&S COMMUNICATIONS/ALTERNA-CELL)
FOR A CERTIFICATE OF AUTHORITY TO)
PROVIDE INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA

ORDER GRANTING MOTION
TO AMEND CERTIFICATE OF
AUTHORITY TO CLARIFY
AND ADD REPORTING
REQUIREMENTS
TC02-166

On July 21, 2000, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S Communications/Alterna-Cell (S&S). S&S' application was docketed as TC00-114.

S&S sought authority to provide interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission approved S&S' application, subject to conditions. On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to the following conditions:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements informing them of the collateral agreement;
- 2. A continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause.

At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission. On March 20, 2003, the Commission issued an order amending the certificate of authority by adding the condition that S&S not offer prepaid services to, or require or accept deposits or advances payments from, South Dakota customers without prior approval of the Commission, and that all conditions contained in the original certificate of authority granted in TC00-114 remain in effect and subject to enforcement by the Commission.

On May 27, 2003, the Commission received from Staff a Motion for Order to Amend Certificate of Authority to Clarify and Add Reporting Requirements. In the Motion, Staff requested that the Commission require S&S to provide in its reports to the Commission on or before June 21 and December of each year, commencing with June 21, 2003, the following documents, statements, and information:

- 1) A list (electronic and hard copy) of all South Dakota Prepaid customers. Each individual customer listing shall include:
- Customer name:
- · Customer complete mailing address;
- Customer Telephone number;
- Customer Account number;
- Type of Contract (tariffed service offering);
- Number of contracts:
- Contract start date:
- Contract expiration date;
- · Amount received per contract (including tax);
- Total Amount received (including tax);
- Indication if amount was paid in cash or financed though [sic] Aberdeen Finance Corporation (AFC) or other source;
- Total (original) customer principal amount financed by AFC;
- · Current customer principal amount owed to AFC;
- A letter signed by an AFC officer verifying and concurring the per customer amounts;
- S&S's unearned revenue calculated by dividing the total amount received by the term of the contract and multiplying by the remaining term of the contract;
- Customer principal amount at risk this amount is the difference between the unearned revenue and the current customer AFC principal when the AFC principal is greater than the unearned revenue;
- Calculated bond amount. This amount is the sum of the unearned revenue for all non-AFC financed customers and the customer principal at risk.
- 2) A bond totaling the sum of the individual customers' calculated bond amounts.
- 3) A list (electronic and hard copy) of all South Dakota postpaid customers including:
- Customer name:
- Customer complete mailing address;
- Customer Telephone number;
- · Customer Account number;
- Type of service (tariffed service offering).
- 4) Generally Accepted Account Procedure [sic] (GAAP) compliant financial statements for S&S Communications/Alterna Cell including a balance sheet, income statement and statement of cash flow for the most recent 12 month period.

At its June 3, 2003, meeting, the Commission considered Staff's Motion. The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3, 49-31-7, 49-31-7.1 and ARSD 20:10:24:02 and 20:10:24:03. At the meeting, S&S stated that it did not object to the Commission granting Staff's Motion. The Commission voted to grant the Motion.

The Commission accordingly grants the motion and orders that S&S' Certificate of Authority is amended to include the above-listed requirements.

As the Commission's decision in this matter, it is therefore

ORDERED, that S&S' Certificate of Authority is amended to include the above-listed requirements.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 3rd day of June, 2003. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this 3rd day of June, 2003.

BY ORDER OF THE COMMISSION:

(by Pw)

ROBERT K. SAHR, Chairman

GARY HANSON, Commissioner

AMES A. BURG, Commissioner

CONFIDENTIAL

2

RECEIVED

THE PUBLIC UTILITIES COMMISSION

JUN 0 5 2003

OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA-CELL'S COMPLIANCE WITH COMMISSION ORDER TC02-166

Transcript of Proceedings
June 3, 2003



BEFORE THE PUBLIC UTILITIES COMMISSION,
ROBERT SAHR, CHAIRMAN
GARY HANSON, VICE CHAIRMAN
JIM BURG, COMMISSIONER

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _

COMMISSION STAFF

Rolayne Ailts Wiest
John J. Smith
Karen Cremer
Kelly Frazier
Jim Mehlhaff
Greg Rislov
Harlan Best
Keith Senger
Dave Jacobson
Michele Farris
Tina Douglas
Bonnie Bjork
Heather Forney

APPEARANCES (by telephone)
RUSSELL BLAU, S&S COMMUNICATIONS/ALTERNA-CELL

Reported By Cheri McComsey Wittler, RPR



APPEARANCES BY TELEPHONE 1 Janet Brown, AT&T Mark Ayotte, Rural Cellular Corporation and 2 Wireless Alliance, LLC John Frankel, S&S Communications 3 Bill Heaston, PrairieWave Telecommunications, Inc. Colleen Sevold, Qwest Corporation 4 Marv Sorensen, MidAmerican Energy Corporation Mary Lohnes, Midcontinent Communications 5 Tom Welk, Boyce, Greenfield, Pashby & Welk, LLP Tim Goodwin, Qwest Corporation 6 7 TRANSCRIPT OF PROCEEDINGS, held in the 8 9 above-entitled matter, at the South Dakota State Capitol, Room 412, 500 East Capitol Avenue, Pierre, 10 South Dakota, on the 3rd day of June 2003, commencing 11 at 9 o'clock a.m. 12 13 14 15 16 17 18 19 20 21 22 23 24 25

2

3

6

7

8

9 10

11

12

13

14

15

16

17 18

19

20 21

22

23 24

25

CHAIRMAN SAHR: TC02-166, In The Matter of S&S Communications/Alterna-Cell's Compliance with Commission Order. And the question today is shall the Commission amend the Certificate of Authority of S&S Communications/Alterna-Cell to clarify and add reporting requirements.

Mr. Frazier, are you taking this one?

MR. FRAZIER: Yes. Thank you, Commissioner. S&S's next filing to allow staff an opportunity to calculate the bond is due on the 23rd of June since the actual date falls on a weekend. S&S has admitted that the bonding requirements -- that they are underbonded.

Staff feels that the Commission does have proper statutory and rule authority to require -to modify the reporting requirements to give staff more ample opportunity to calculate these numbers and get a better feel for what the actual bonding amount is.

Both staff and S&S agree that S&S is underbonded. The exact amount of that underbonding I believe is in dispute between staff and S&S. we would request that the Commission clarify and add reporting requirements so that staff can have a better feel for these numbers and be more equipped

1 to come to the Commission and make our argument for 2 what the actual and proper bonding amount is. 3 I believe all the authority and argumentation 4 is within the motion itself so I would defer to 5 that as far as a fundamental basis and just request 6 that the Commission grant staff's motion to clarify 7 and add reporting requirements. 8 And as a side note, maybe further clarify for 9 S&S that in the past staff has received late 10 filings from S&S and make clear to S&S that if they 11 are not going to meet the filing deadline, they 12 need to file a motion and seek approval from the 13 Commission to file beyond the actual date of the 14 original order which requires a biannual filing. 15 Thank you. 16 Thank you. CHAIRMAN SAHR: 17 Mr. Blau. 18 MR. BLAU: S&S has no comments on 19 staff's motion. 20 CHAIRMAN SAHR: Do you have any 21 objections to the motion? 22 MR. BLAU: No, sir. 23 CHAIRMAN SAHR: Thank you. Staff 24 filed the motion on May 27. Is that correct, 25 Mr. Frazier? I think that's the date.

MR. FRAZIER: Yes, sir.

CHAIRMAN SAHR: Do we have any questions or comments on that?

question I'd have is the necessity to even allow any reason to be late because this has become, I think, a very serious issue with the underbonding that appears to be. And I can't see any reason why there should be a late filing of those information.

I'm not sure that I think we ought to even leave an opportunity for it. We need those figures on the dates necessary.

MR. FRAZIER: I agree 100 percent,
Commissioner, that I was making the clarification
since they've been late in the past I wanted it to
be clear to them that they need to seek your
approval because staff was going to hold them to
the deadline. And so staff wasn't in any way going
to acquiesce.

You know, there comes a point where, you know, if -- staff, for instance, two or three times has given them a little extra time to make this filing, that they could make the argument, well, they've let us be late in the past and all the sudden they're clamping down on the date with us.

We just wanted to say in advance that staff
has no intention of accepting a late filing, and if
they have any feeling that they need to do so, they
need to seek Commission approval because it's not
staff's intent at least to give them the leeway to
make a late filing.

CHAIRMAN SAHR: Right now they're currently current with their filing; is that correct?

MR. FRAZIER: Yes. I think Mr. Senger could speak toward that.

MR. SENGER: They have a current filing that they did file. It was late. It was due December 21. We got it sometime mid-January. So they did provide the information staff was requesting.

However, they did not provide or increase their bond to the amount that they feel is their bonding amount or the amount that staff feels the bonding amount is.

CHAIRMAN SAHR: Now if we go ahead and approve staff's motion, when do you think it would be before the Commission to approve the change in the bonding amount?

MR. FRAZIER: Keith would be the one

calculating those numbers.

MR. SENGER: Actually how we've done it in the past is they've filed their information, and they file their calculated bond amount. Staff has looked at it, made some adjustments, and we have -- if staff agrees that the bond amount is appropriate, we've just gone forward that way.

We've never actually come before the

Commission to have them approve the filing amount.

I guess we never anticipated that. The Order reads
that they shall file a bond that provides

100 percent coverage and if staff felt it was
100 percent coverage, we've always just gone with
that.

Previously when their bonding amount was -when staff found out that they were underbonded we
did come before the Commission and the Commission
was made aware of that.

So, I mean, we could definitely schedule it when we get their filing, and when staff determines what the bonding amount is we can definitely schedule it before the Commission and have you guys explain how staff calculated the bond amount and have you guys approve that bond amount. If you want to do that, we certainly can do that.

is we have somebody who has historically missed some deadlines and we have someone who is, I guess, operating in I'll say not the standard business mode and has a Certificate of Authority that predates me and obviously Vice Chairman Hanson as well.

So I think it's very important for S&S to be making their deadlines and also to make sure that we have adequate protection for the customers out there.

So I guess just a point of information for Mr. Blau, we certainly hope that S&S will make every effort and meet its deadlines because it's something that we will look at very seriously. So let's make sure we continue to keep an eye on the situation.

COMMISSIONER BURG: Mr. Chairman, my concern is they don't have adequate bond right now; is that correct?

MR. SENGER: That's correct, and they admit they do not. Staff and the company disagree on the bond amount. But either way both the company and staff agree they are underbonded.

And because of the underbonding we did -- the

last motion that staff brought before the Commission was to -- the company agreed to stop selling anymore prepaid long-term contracts. The last thing you guys did was amend their Certificate of Authority. That would stop -- if S&S did halt selling those, it would stop the bond amount from increasing anymore for South Dakota customers, and that's all we look at is the South Dakota customers.

COMMISSIONER BURG: But I understand they're still selling out of state; is that correct?

MR. SENGER: Russ, do you have an answer for that?

MR. BLAU: Commissioner, I believe until recently they were. I would doubt they are as of today. But they have not sold any contracts in South Dakota for several months before the Commission's last order.

today, though, is we do not have bond that either side feels is equal to what is out and that we have South Dakota people that are at a huge risk right now. And, I mean, I don't think that we should do nothing until the June filing date when the last

filing date requirements have not been met.

MR. SENGER: The problem that we have is S&S has told us they do not have the financial capability of providing the bond that is required. They have told us over and over again they are going to bring a motion to the Commission to ask you guys to reduce the bond requirement. They have been stating that well over nine months. Nothing has come before the Commission.

We don't know what to -- one of the thoughts we thought of bringing before the Commission is to ask the Commission to pull the Certificate of Authority to halt them from doing business, but that essentially would force S&S to discontinue service to those existing customers.

S&S has stated again and again they do not have the financial capability to repay those customers. So when staff brought the last motion before the Commission we thought it was the best option for South Dakota customers to get S&S to serve those customers as long as they can without increasing the bond amount by a larger amount.

COMMISSIONER BURG: Do I understand that there's at least one customer called within the last week to say that he has lost service under

1 the contract?

MR. SENGER: Yesterday we had four, if not five, customers call and say that they have lost service, and those customers told us that S&S was calling the customers and telling them that S&S was going to be filing some sort of bankruptcy proceeding. And that was yesterday.

It's my understanding that S&S was calling some of their customers telling them they were going to be filing bankruptcy.

COMMISSIONER BURG: I guess I don't see where the motion -- the requested motion, you know, does any harm. I mean, I think it strengthens our position but I don't think it strengthens it very much because we don't have a bond now and I don't think we're going to get a bond under the additional requirement but I don't believe it hurts anything.

MR. SENGER: One thing it will do in strengthening our position is if S&S does file the information -- S&S has never filed the customer names and addresses, and they've only filed their prepaid customer. They just give us a contract number -- or a customer number or whatever they want to call it with the town and a zip code and

then other information, dollar information, of that customer.

Staff is requesting complete information of all the prepaid customers, and we are also now including -- requesting that S&S provide all of their customers, including the postpaid. Because we have no way of cross-referencing or checking who is a postpaid, who is a prepaid customer.

If we have all of them, a complete list from S&S, we can probably -- it will provide us with more information to cross-check and determine which of those customers are actually long-term customers.

COMMISSIONER BURG: At this time we don't have any idea what the total prepaid amount is; is that correct?

MR. SENGER: If, according to their filing last December -- January when they filed it I do have a feeling -- if taking those numbers, I can calculate their prepaid amount. I would give that you number, but I think we'd have to clear the room because they requested it be confidential. I can give you that number.

CHAIRMAN SAHR: Do you want to clear the room? Do you want the number?

COMMISSIONER BURG: No, I don't. If we have it, we can find out otherwise. I guess with that, I would move to approve the agreement, even though I think it has -- it may give us a warm feeling, but I'm not sure it's going to help people.

MR. SENGER: I do want to indicate staff did file this motion before we had any indication or any idea of any potential -- or any knowledge that there was a potential bankruptcy filing going on. And we do not -- we still do not know that. We have heard that from customers. S&S has not directly told us that yes, they are or aren't.

commissioner Burg: To me, you know, even though the filing date isn't very far away, I'm concerned that they have not met past filing requirements so adding requirements which -- you know, if they haven't met these, I don't know how they're going to meet the new ones. It doesn't get us very far, but it gives a little more strength for the Commission to move forward.

So with that, I'll move we approve the recommended motion from staff.

CHAIRMAN SAHR: And looking at the

requirements, it does appear to be information that they should have in the regular course of business. It's not like we're asking them for information that shouldn't be in the customer files right at this moment.

So I really don't see any reason why they couldn't supply this information. I think they should have it. I think they should supply it with us, and they need to do it in a timely fashion. I do have some concerns, though, about the total prepaid amount, and I have some concerns about making these decisions in a vacuum.

So I'm going to look at our General Counsel on this case. I mean, can we clear the room and request the information from Mr. Senger, or do we run into any sort of problems with that?

MS. AILTS WIEST: No. I've never seen a confidential agreement.

MR. SENGER: May I make a suggestion. We'd have to clear the phone, and people would have to call back in. Why don't we defer this until end of the meeting. We can clear the phone, and we can have the attorneys -- or we can call the attorneys back directly so we know who is on the phone.

1	CHAIRMAN SAHR: Or the other
2	alternative would be to go ahead and approve the
3	motion and as long as we're not violating any sort
4	of ex parte situations or along those lines if it's
5	something that staff can release to the
6	Commissioners, then discuss it at that point in
7	time. I mean, that may be another alternative.
8	COMMISSIONER BURG: Let me ask this.
9	Would it also be proper to ask S&S to give us their
10	figure?
11	CHAIRMAN SAHR: I think that would
12	be
13	COMMISSIONER BURG: I'd like to know
14	how many they say they have. Keith has calculated
15	this from information, but I think it's more
16	pertinent we get it from them.
17	CHAIRMAN SAHR: I agree. Mr. Blau.
18	MR. BLAU: Yes, Mr. Chairman.
19	CHAIRMAN SAHR: Can you stay on the
20	line until the end of the meeting, please.
21	MR. BLAU: Yes.
22	CHAIRMAN SAHR: Thank you.
23	Commissioner Burg has made a motion to approve
24	staff's recommended motion, and I will go ahead and
25	second that motion with the proviso that at the end

of the meeting we'll all stay on the line -- well, not all of us. S&S and staff and the pertinent people from the Commission will stay on the line and discuss the total prepaid amounts further.

VICE CHAIR HANSON: I just need a little further clarification, Mr. Chairman. Do I understand that S&S agrees that they should have a higher bond, that they're just at some contention with staff as to that exact amount?

MR. SENGER: Do you want me to answer that or the company to answer that?

VICE CHAIR HANSON: If you can.

MR. SENGER: During discussions with S&S and their attorneys they have agreed and indicated that they are underbonded. They agree they are underbonded. And when asked why do you not provide that bond, their response in general was we do not have the financial ability.

To get a bond they would have to provide

100 percent dollar for dollar. If they want to get
a \$100,000 bond, they're going to have to put a
\$100,000 cash, and a million dollar bond, a million
dollars cash. And they do not have the financial
ability to do that.

VICE CHAIR HANSON: Mr. Frankel or

1	Mr. Blau, do you agree with that statement?
2	MR. BLAU: Yes, Commissioner.
3	Unfortunately, since 9/11 the requirements of the
4	bonding companies have gotten dramatically tighter,
5	and the company has made efforts to obtain a bond
6	and was not able to do so.
7	VICE CHAIR HANSON: Recognizing that
8	we have a responsibility to provide security for
9	our citizens in South Dakota, what is your
10	recommendation for an action that we would take?
11	MR. BLAU: I'm afraid I don't have
12	any recommendation at this time.
13	VICE CHAIR HANSON: Okay. You know
14	that we're in a position where we have to do this.
15	MR. BLAU: I understand that.
16	VICE CHAIR HANSON: All right. If
17	we require this, is this going to place you put
18	you in a tentative position of being out of
19	business?
20	Is that a question you care to answer?
21	MR. BLAU: I think, frankly, that
22	bridge has already been crossed, regardless of what
23	the Commission votes today.
24	VICE CHAIR HANSON: That's an
25	interesting answer. Thank you.

2

3

4

5

6

7

8 9

10

11

12

13

14 15

16

17

18

19

20

21

22

23

24

25

COMMISSIONER BURG: Let me back up just to try to get a little historical perspective to make sure I'm accurate. If I understand right, they began to sell this service without a Certificate of Authority for South Dakota; is that correct?

MR. SENGER: Let me give you a brief background of where we started and where we are today. I'll try and be brief. Sometime in 2000, the beginning of the year 2000, S&S did file an application. We did learn that they were providing telecommunications services.

In fact, the Commission's action and calls to S&S is what prodded them to file. Because we did learn they were providing service prior to being certified. They did get certified in December -- I think the Commission order was dated December 21 of 2000. We required them to file every two months. They provided their information and did make several filings, did up their bond once and in the June of 2002 filing saw a lot of red flags in the filing. We started doing a lot of digging into the filing.

We asked the company -- sent the company probably four different data requests. We found

out that the company -- the company then amended their filing and the number of customers grew dramatically. It was the same period -- the filing was as of the same date. They just provided what they said was all of their customers now. The bonding requirement grew dramatically then. And they did not increase their bond or anything as of that point.

They did give us an irrevocable letter of credit issued by Aberdeen Finance Corporation and we've been limping along and here we are today.

COMMISSIONER BURG: And when they started offering service without a Certificate of Authority they were actually taking prepaid -- they were receiving prepaid payments at that time?

MR. SENGER: Yes.

COMMISSIONER BURG: Do we know how large it was at that time?

MR. SENGER: Their filing as of that time, date indicated their bond you guys approved was supposed to be -- 100 percent bonding was \$50,000. Actually their prepaids were like 51,000, if I remember right, considering the bond requirement and the Aberdeen Finance Corporation agreement.

As of that time the Aberdeen Finance 1 Corporation agreement was somewhere in the -- maybe 2 I can't release that amount. I can release the 3 bond amount. But the Aberdeen Finance Corporation 4 amount was also a coverage that decreased the bond 5 amount. 6 On their last filing I did find a large number 7 of customers that were customers during the first 8 filing that were not reported. So as of this point 9 I believe even their first filing -- their first 10 bond requirement they were underbonded because 11 information was not complete. 12 COMMISSIONER BURG: Okay. 13 VICE CHAIR HANSON: Mr. Blau, are 14 you indicating to us that you intend to close the 15 doors of S&S? 16 MR. BLAU: No, sir. But my 17 understanding is that the company does intend to 18 file a bankruptcy petition within probably the next 19 24 hours, and it will probably terminate the 20 prepaid service as soon as it's practicable to do 21 22 so. VICE CHAIR HANSON: I will concur 23 with the motion. 24 CHAIRMAN SAHR: On that rosy news, 25

yes. Very disconcerting, and hopefully we can get a little bit more information at the end of the meeting and do everything we can to make sure we give whatever protection we can at this point for our South Dakota consumers.

(Off the record for a confidential discussion)

CHAIRMAN SAHR: We'll come back on the formal record acknowledging that we came out of a closed session to discuss the finances of -- or actually the customer information on S&S and seeing nothing else before the Commission, I'd be happy to move to adjourn the Commission meeting.

 $\label{eq:VICE CHAIR HANSON: I'll second} % \begin{center} \begi$

1	STATE OF SOUTH DAKOTA)
2	:SS CERTIFICATE
3	COUNTY OF HUGHES)
4	
5	I, CHERI MCCOMSEY WITTLER, a Registered
6	Professional Reporter and Notary Public in and for the
7	State of South Dakota:
8	DO HEREBY CERTIFY that as the duly-appointed
9	shorthand reporter, I took in shorthand the proceedings
10	had in the above-entitled matter on the 3rd day of
11	June 2003, and that the attached is a true and
12	correct transcription of the proceedings so taken.
13	Dated at Pierre, South Dakota this 5th day
14	of June 2003.
15	
16	
17	
18	Cheri McComsey Wittler, Notary Public and
19	Registered Professional Reporter
20	
21	
22	
23	
24	
25	

1	STATE OF SOUTH DAKOTA)
2	:SS CERTIFICATE
3	COUNTY OF HUGHES)
4	
5	I, CHERI MCCOMSEY WITTLER, a Registered
6	Professional Reporter and Notary Public in and for the
7	State of South Dakota:
8	DO HEREBY CERTIFY that as the duly-appointed
9	shorthand reporter, I took in shorthand the proceedings
10	had in the above-entitled matter on the 3rd day of
11	June 2003, and that the attached is a true and
12	correct transcription of the proceedings so taken.
13	Dated at Pierre, South Dakota this 5th day
14	of June 2003.
15	
16	
17	Chui M. Consey Wille
18	Cheri McComsey Wittler, Notary Public and
19	Registered Professional Reporter
20	
21	
22	
23	
24	

[3] 3:6 3:24 4:7

[3] 14:23 14:24 16:14

Authority

Calculating

[1] 7:1

Communications/Alterna

Word Index			
Communications/Alterna-Cell	[2] 18:17 22:13	[1] 9:22	
[2]11935 Communications/Alterna-Cell'	Dates [1] 5:12	Equipped [1] 3:25	G
Z1432	Dave	Essentially	GARY
Companies	[1] 1:16	[1] 10:14	[1] 1:10 General
四174	Deadline	Ex	[2] 14:13 16:17
Company [10]8228249216111751824	[2] 4:11 5:18 Deadlines	[1] 15:4 Exact	Given
18241911912018	[3] 8:3 8:9 8:14	[2] 3:21 16:9	[1] 5:22
Complete	December	Existing	Goodwin [1] 2:6
<u>F</u> 123 1292012	[4] 6:14 12:18 18:16 18:17		Grant
Compliance [2]1433	Decisions [1] 14:12	Explain [1] 7:23	[1] 4:6
Concern	Decreased	Extra	Greenfield
J381819920	[1] 20:5	[1] 5:22	[1] 2:5 Cmog
Concerned	Defer	Eye	Greg [1] 1:14
[1]13:17 Concerns	[2] 4:4 14:22 Definitely	[1] 8:16	Grew
[2]14:1014:11	[2] 7:19 7:21	F	[2] 19:2 19:6
Concur	Determine		Guess [5] 7:10 8:3 8:12 11:11 13:2
[1]2023	[1] 12:11	Fact [1] 18:13	Guys
Confidential [3]12:2214:18216	Determines	Falls	[5] 7:22 7:24 9:4 10:7 19:20
Considering	[1] 7:20 Different	[1] 3:11	
[I]1923	[1] 18:25	Far	H
Consumers	Digging	[3] 4:5 13:16 13:21	Halt
[I]215	[1] 18:22	Farris [1] 1:16	[2] 9:5 10:13
Contention	Directly	Fashion	Hanson [12] 1:10 8:6 16:5 16:12 16:25 17:7
(1)168 Continue	[2] 13:13 14:24 Disagree	[1] 14:9	17:13 17:16 17:24 20:14 20:23 21:13
[J816	[1] 8:23	Felt	Нарру
Contract	Disconcerting	[1] 7:12	[1] 21:11
21111123	[1] 21:1	Figure [1] 15:10	Harlan [1] 1:15
Contracts [2]93917	Discontinue	Figures	Harm
Corporation	Discuss	[1] 5:11	[1] 11:13
§ 2224242619101924202	[3] 15:6 16:4 21:9	File	Heard
204	Discussion	[11] 4:12 4:13 6:13 7:4 7:11 11:20 13: 8 18:10 18:14 18:18 20:19	[1] 13:12
Correct	[1] 21:6	6 16:10 16:14 16:16 20:19 Filed	Heaston [1] 2:3
B 42469820821912121618: 62212	Discussions [1] 16:13	[5] 4:24 7:3 11:21 11:22 12:18	Heather
Counsel	Dispute	Files	[1] 1:18
[]]14:13	[1] 3:22	[1] 14:4	Held
COUNTY III223	Dollar	Filing [28] 3:9 4:11 4:14 5:9 5:22 6:2 6:6 6:	[1] 2:8 Help
Course	[4] 12:1 16:20 16:20 16:22 Dollars	8 6:13 7:9 7:20 9:25 10:1 11:6 11:10	[1] 13:5
<u>M</u> 142	[1] 16:23	12:18 13:11 13:16 13:17 18:21 18:22 18:23 19:2 19:3 19:19 20:7 20:9 20:10	HEREBY
Coverage	Done	Filings	[1] 22:8
[3]7:127:13205 Credit	[1] 7:2	[2] 4:10 18:20	Higher [1] 16:8
[1]19:10	Doors [1] 20:16	Finance	Historical
Cremer	Doubt	[4] 19:10 19:24 20:1 20:4	[1] 18:2
[1]1:13	[1] 9:16	Finances [1] 21:9	Historically
Cross	Douglas	Financial	[1] 8:2
[I]12:11 Cross-check	[1] 1:17	[4] 10:4 10:17 16:18 16:23	Hold [1] 5:17
[I]1211	Down [1] 5:25	First	Hope
Cross-referencing	Dramatically	[3] 20:8 20:10 20:10 Five	[1] 8:13
<u>[]</u> 127	[3] 17:4 19:3 19:6	[1] 11:3	Hopefully
Crossed [1]1722	Due	Flags	[1] 21:1 Hours
Current	[2] 3:10 6:14	[1] 18:21	[1] 20:20
12 68612	Duly-appointed [1] 22:8	Force	Huge
Custamer	During	[1] 10:14 Formal	[1] 9:23
8 1024112111231124122128	[2] 16:13 20:8	[1] 21:8	HUGHES
14:421:10 Custoners	13	Forney	[1] 22:3 Hurts
[20] 8:109:799:10:15:10:18:10:20	E	[1] 1:18	[1] 11:18
1021113114115119124126	East	Forward [2] 7:7 13:22	
12:12:12:13:13:12:192:195208208	[1] 2:10	[2] 7:7 15:22 Four	I
D	Effort [1] 8:14	[2] 11:2 18:25	Idea
	Efforts	Frankel	[2] 12:15 13:9
Dakota [14]12292:1197989:1892310:	[1] 17:5	[2] 2:3 16:25 Frankly	Important [1] 8:8
2017918521522:122:722:13	Either	[1] 17:21	Inc
Data	[2] 8:23 9:21 End	Frazier	[1] 2:3
[I]1825	[4] 14:22 15:20 15:25 21:2	[8] 1:13 3:7 3:8 4:25 5:1 5:13 6:10 6:	Including
Date 93:114:1342552592510:113:	Energy	25 Fundamental	[2] 12:5 12:6 Therease
161941920	[1] 2:4	Fundamental [1] 4:5	Increase [2] 6:17 19:7
Dated	Equal	[-]	Increasing
PRECISION REPORTIN	·	rom Communications/Al	

	ord Index			
] 9:7 10:22	[1] 19:11	[1] 5:5	Pierre
	ndicate] 13:7	Line [3] 15:20 16:1 16:3	Need [7] 4:12 5:11 5:16 6:3 6:4 14:9 16:5	[2] 2:10 22:13
	ndicated	Lines	Never	Place [1] 17:17
] 16:15 19:20	[1] 15:4	[4] 7:8 7:10 11:21 14:17	Point
	ndicating	List [1] 12:9	New 111 12:20	[6] 5:20 8:12 15:6 19:8 20:9 21:4
] 20:15 ndication	LLC	[1] 13:20 News	Position [4] 11:14 11:20 17:14 17:18
[1] 13:9	[1] 2:2	[1] 20:25	Postpaid
	nformation	LLP	Next	[2] 12:6 12:8
	8] 5:9 6:15 7:3 8:12 11:21 12:1 12: 12:3 12:11 14:1 14:3 14:7 14:15 15:	[1] 2:5 Lohnes	[2] 3:9 20:19 Nine	Potential [2] 13:9 13:10
15	5 18:19 20:12 21:2 21:10	[1] 2:5	[1] 10:8	Practicable
	nstance] 5:21	Long-term	Notary	[1] 20:21
	ntend	[2] 9:3 12:12 Look	[2] 22:6 22:18 Note	PrairieWave [1] 2:3
	2] 20:15 20:18	[3] 8:15 9:8 14:13	[1] 4:8	Predates
	ntent] 6:5	Looked	Nothing	[1] 8:6
	ntention	[1] 7:5 Looking	[3] 9:25 10:9 21:11 Number	Prepaid [11] 9:3 11:23 12:4 12:8 12:15 12:20
[1] 6:2	[1] 13:25	[7] 11:24 11:24 12:21 12:23 12:25 19:	14:11 16:4 19:14 19:15 20:21
	nteresting	Lost	2 20:7	Prepaids
] 17:25 rrevocable	[2] 10:25 11:4	Numbers [4] 3:17 3:25 7:1 12:19	[1] 19:22
	[] 19:9	M	[4] 3.17 3.23 7.1 12.17	Previously [1] 7:15
	ssue		О	Problem
	l] 5:7 ssued	Mark [1] 2:2	O'clock	[1] 10:2
	1 19:10	Marv	[1] 2:12	Problems [1] 14:16
Ì	tself	[1] 2:4	Objections	Proceeding
[1	l] 4: <u>4</u>	Mary [1] 2:5	[1] 4:21 Obtain	[1] 11:7
	${f J}$	Matter	[1] 17:5	Proceedings [4] 1:6 2:8 22:9 22:12
-	acobson	[4] 1:4 2:9 3:2 22:10	Obviously	Prodded
lu lu	1] 1:16	McComsey	[1] 8:6 Offering	[1] 18:14
J	anet	[3] 1:22 22:5 22:18 Mean	[1] 19:13	Professional
	[] 2:1	[5] 7:19 9:24 11:13 14:14 15:7	Once	[2] 22:6 22:19 Proper
12	anuary 2] 6:14 12:18	Meet	[1] 18:20	[3] 3:15 4:2 15:9
	im	[3] 4:11 8:14 13:20 Meeting	One [5] 3:7 6:25 10:10 10:24 11:19	Protection
	2] 1:10 1:14	[5] 14:22 15:20 16:1 21:3 21:12	Ones	[2] 8:10 21:4 Provide
	ohn 2] 1:12 2:3	Mehlhaff	[1] 13:20	[7] 6:15 6:17 12:5 12:10 16:17 16:19
	une	[1] 1:14 Met	Operating [1] 8:4	17:8
	7] 1:7 2:11 3:11 9:25 18:21 22:11 22:	[3] 10:1 13:17 13:19	Opportunity	Provided [2] 18:19 19:4
1	4	Michele	[3] 3:10 3:17 5:11	Provides
ļ	\mathbf{K}	[1] 1:16	Option [1] 10:20	[1] 7:11
- F	aren	Mid [1] 6:14	[1] 10:20 Order	Providing [3] 10:4 18:11 18:15
	11 1:13	Mid-January	[6] 1:4 3:3 4:14 7:10 9:19 18:17	[5] 10:4 16:11 16:15 Proviso
	leep	[1] 6:14	Original	[1] 15:25
	1] 8:16 Leith	MidAmerican [1] 2:4	[1] 4:14 Otherwise	Public
	3] 1:15 6:25 15:14	Midcontinent	[1] 13:2	[4] 1:1 1:9 22:6 22:18 Pull
K	Celly	[1] 2:5	Ought	[1] 10:12
	1] 1:13	Million [2] 16:22 16:22	[1] 5:10	Put
	Inowledge 1] 13:10	Missed	P	[2] 16:21 17:17
-		[1] 8:2	Parte	Q
	${f L}_{f L}$	Mode [1] 8:5	[1] 15:4	Questions
	large	Modify	Pashby	[1] 5:3
	2] 19:18 20:7 Larger	[1] 3:16	[1] 2:5 Past	Qwest
	1] 10:22	Moment	[5] 4:9 5:15 5:24 7:3 13:17	[2] 2:4 2:6
I	ast	[1] 14:5 Months	Payments	R
	8] 9:1 9:4 9:19 9:25 10:18 10:25 12: 8 20:7	[3] 9:18 10:8 18:18	[1] 19:15 People	Reads
	Late	Motion	[4] 9:23 13:6 14:21 16:3	[1] 7:10
1 ~	8] 4:9 5:6 5:9 5:15 5:24 6:2 6:6 6:13	[19] 4:4 4:6 4:12 4:19 4:21 4:24 6:22 9:1 10:6 10:18 11:12 11:12 13:8 13:	Percent	Really
	Gearn 2] 18:11 18:15	24 15:3 15:23 15:24 15:25 20:24	[5] 5:13 7:12 7:13 16:20 19:21	[1] 14:6
	Least	Move	Period [1] 19:3	Reason [3] 5:6 5:8 14:6
[[2] 6:5 10:24	[4] 13:3 13:22 13:23 21:12	Perspective	Received
	leave	N	[1] 18:2	[1] 4:9
	1] 5:11 Leeway	Names	Pertinent [2] 15:16 16:2	Receiving [1] 19:15
[[1] 6:5	[1] 11:22	Petition	Recently
)Ī	Letter	Necessary	[1] 20:19	[1] 9:16
	1] 19:9 Limping	[1] 5:12 Necessity	Phone [3] 14:20 14:23 14:25	Recognizing
		INCCESSICV	1 131 14:20 14:23 14:23	[1] 17:7

Word Index

5 10:3 10:14 10:16 10:20 11:4 11:5 Recommendation Transcription 11:8 11:20 11:21 12:5 12:10 13:12 15: Staff [2] 17:10 17:12 [1] 22:12 9 16:2 16:7 16:14 18:10 18:14 20:16 [31] 1:11 3:9 3:14 3:16 3:20 3:22 3: Recommended 21:10 24 4:9 4:23 5:17 5:18 5:21 6:1 6:15 6: True [2] 13:24 15:24 S&S's 19 7:4 7:6 7:12 7:16 7:20 7:23 8:22 8: [1] 22:11 Record [1] 3:9 24 9:1 10:18 12:3 13:8 13:24 15:5 16: [2] 21:6 21:8 2 16:9 Try SAHR Red Staff's [18] 1:9 3:1 4:16 4:20 4:23 5:2 6:7 6: [2] 18:2 18:9 [1] 18:21 [5] 4:6 4:19 6:5 6:22 15:24 21 8:1 12:24 13:25 15:1 15:11 15:17 Reduce 15:19 15:22 20:25 21:7 Standard [1] 10:7 [2] 5:21 18:18 Saw [1] 8:4 Regardless [1] 18:21 Started [1] 17:22 U Schedule [3] 18:8 18:22 19:13 Registered [2] 7:19 7:22 State [2] 22:5 22:19 Under [5] 1:2 2:9 9:11 22:1 22:7 Second Regular [2] 15:25 21:13 Statement [2] 10:25 11:17 [1] 14:2 Security [1] 17:1 Underbonded Release [1] 17:8 Stating [3] 15:5 20:3 20:3 [7] 3:13 3:21 7:16 8:24 16:15 16:16 See [1] 10:8 Remember 20:11 [3] 5:8 11:12 14:6 Statutory [1] 19:23 Seeing [1] 3:15 Underbonding Repay [1] 21:10 Stay [3] 3:21 5:7 8:25 [1] 10:17 Seek [3] 15:19 16:1 16:3 Reported Unfortunately [3] 4:12 5:16 6:4 Still [2] 1:22 20:9 Sell [2] 9:11 13:11 [1] 17:3 Reporter Stop [3] 9:2 9:5 9:6 [1] 18:4 [3] 22:6 22:9 22:19 Selling [2] 18:1 18:20 Reporting [3] 9:3 9:6 9:11 Strength [4] 3:6 3:16 3:24 4:7 Senger [1] 13:21 UTILITIES Request [18] 1:15 6:11 6:12 7:2 8:21 9:13 10: Strengthening [2] 1:1 1:9 [3] 3:23 4:5 14:15 2 11:2 11:19 12:17 13:7 14:15 14:19 [1] 11:20 16:10 16:13 18:7 19:16 19:19 Requested Strengthens ${f v}$ [2] 11:12 12:22 Sent [2] 11:14 11:15 Requesting [1] 18:24 Sudden Vacuum [3] 6:16 12:3 12:5 Serious [1] 5:24 [1] 14:12 Requests [1] 5:7 Suggestion [1] 18:25 Seriously Vice [1] 14:20 Require [1] 8:15 Supply [12] 1:10 8:6 16:5 16:12 16:25 17:7 [2] 3:15 17:17 Serve [2] 14:7 14:8 17:13 17:16 17:24 20:14 20:23 21:13 Required [1] 10:21 Supposed [2] 10:5 18:18 Violating Service [1] 19:21 Requirement [7] 10:15 10:25 11:4 18:4 18:15 19:13 [1] 15:3 [5] 10:7 11:17 19:6 19:24 20:11 20:21 Т Votes Services Requirements [1] 17:23 [10] 3:6 3:13 3:16 3:24 4:7 10:1 13: [1] 18:12 TC02-166 18 13:18 14:1 17:3 Session [2] 1:4 3:1 \mathbf{w} Requires [1] 21:9 Telecommunications [1] 4:14Several [2] 2:3 18:12 Warm Response [2] 9:18 18:20 Telephone [2] 1:19 2:1 [1] 16:17 Sevold [1] 13:4 Responsibility [1] 2:4 Tentative Week [1] 17:8 Shall [1] 17:18 [1] 10:25 Risk [2] 3:47:11 Terminate [1] 9:23 Shorthand [1] 20:20 Weekend Rislov [2] 22:9 22:9 They've [1] 3:12 [1] 1:14 [4] 5:15 5:23 7:3 11:22 Side Welk ROBERT [2] 4:8 9:22 Thoughts [1] 1:9 [2] 2:5 2:5 Situation T11 10:10 Rolayne [1] 8:17 Three Wiest [1] 1:12 Situations [1] 5:21 [2] 1:12 14:17 Room [1] 15:4 Tighter [4] 2:10 12:22 12:25 14:14 Smith [1] 17:4 Wireless Rosy [1] 1:12 Tim [1] 2:2 [1] 20:25 Sold [1] 2:6 Wittler RPR [1] 9:17 Timely [3] 1:22 22:5 22:18 [1] 1:22 Someone [1] 14:9 Rule [1] 8:3 Tina [1] 3:15 Y Sometime [1] 1:17 [2] 6:14 18:9 Run Today Year [1] 14:16 Somewhere [6] 3:4 9:17 9:21 17:23 18:9 19:11 Rural [1] 20:2 [1] 18:10 Tom [1] 2:2 SOOR [1] 2:5 Yesterday Russ [1] 20:21 Took [2] 11:2 11:7 [1] 9:13 [1] 22:9 Sorensen RUSSELL [1] 2:4 Total \mathbf{Z} [1] 1:19 Sort [3] 12:15 14:10 16:4 [3] 11:6 14:16 15:3 Toward Zip S South [1] 6:11 [14] 1:2 2:9 2:11 9:7 9:8 9:18 9:23 10: [1] 11:25 Town 20 17:9 18:5 21:5 22:1 22:7 22:13 [1] 11:25 [36] 1:4 1:19 2:3 3:2 3:5 3:12 3:20 3: Transcript 20 3:22 4:9 4:10 4:10 4:18 8:8 8:13 9 [2] 1:6 2:8

RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION JUN 0 6 2003 OF THE STATE OF SOUTH DAKOTA PUBLIC

IN THE MATTER OF THE APPLICATION OF)	UTILITIES CO
S&S COMMUNICATIONS/ALTERNA-CELL)	MOTION FOR ORDER TO
FOR A CERTIFICATE OF AUTHORITY TO)	SHOW CAUSE AND NOTICE
PROVIDE INTEREXCHANGE)	OF HEARING
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC02-166
)	

Comes now the staff of the South Dakota Public Utilities Commission (Commission), pursuant to ARSD 20:10:24:04:03 and moves the Commission to issue an Order To Show Cause, pursuant to 20:10:01:45, and a Notice Of Hearing, pursuant to ARSD 20:10:24:04:03, in the above-entitled manner. By this Motion staff requests that the Commission, suspend or revoke the Certificate of Authority of S&S Communications. In support of this Motion, staff asserts as follows:

BACKGROUND

On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to conditions, one of which stated:

3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause.

At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission. On March 20, 2003, the Commission issued an Order Granting Amended Certificate of Authority in this Docket to impose these further restrictions.

On May 27, 2003 Staff filed a Motion For Order To Amend Certificate Of Authority To Clarify And Add Reporting Requirements. On June 2, 2003, the Commission voted unanimously to grant Staff's motion and issued an Order granting Staff's Motion.

GROUNDS FOR MOTION

- 1. The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3, 49-31-7 and 49-31-7.1 and ARSD 20:10:24:04:02, 20:10:24:04:03 and 20:10:24:04:04.
- 2. Pursuant to 20:10:01:45 and 20:10:24:04:03, a copy of all previous motions from staff are attached to this Motion and shall be served upon Les Sumption, the holder of the Certificate of Authority of S&S, by certified mail. The purpose of this service shall be to give notice of the facts and conduct which warrant staff's request that the Commission to revoke the Certificate of Authority of S&S Communications. It is Staff's position that all allegations raised by Staff in all previous Motions, which have not otherwise been addressed by S&S, be considered by the Commission. These issues can be found in the attached Motions and include, but are not necessarily limited, to the following:
- 3. Commission Staff alleges that there is probable cause to compel S&S to show cause as to whether its Certificate of Authority should be revoked and whether other appropriate penalties and relief should be ordered based upon the following facts. Staff alleges that S&S, either itself or through one or more agents:
 - a. Sold pre-paid telephone service contracts to and collected prepayments from one or more customers in South Dakota following the effective date of the Commission's order issued on March 20, 2003 prohibiting S&S from offering pre-paid telephone services in South Dakota in violation of such order.
 - b. Failed to make the report and bond upgrade required in the Order in Docket TC00-114 (COA Order) for the December 21, 2001 reporting date.
 - c. Failed on one or more occasions to provide current prepaid customer information in accordance with Order in Docket TC00-114 (COA Order), granting S&S a certificate of authority.
 - d. Provided insufficient information from which the proper bond amount under the COA Order could be calculated.
 - e. Provided inaccurate information regarding the current amount of customer prepayments and amounts financed by Aberdeen Finance Corporation on one or more occasions.
 - f. Failed to provide a bond to effect 100% bond coverage of customer prepayments in excess of the amount covered by the collateral agreement.
 - g. Refused to provide information deemed necessary, and requested of S&S in writing, by Commission Staff to enable the correct determination of the current amount of customer prepayments and resulting bond coverage requirement.
 - h. Engaged in deceptive sales practices by failing to disclose to customers the facts that

S&S was subject to a Commission order prohibiting pre-paid service contracts, that S&S was not in compliance with the 100% bonding requirement of the COA order and that S&S was having financial problems that could result in its not being able to provide the services for which the customer was paying.

i. Failed to maintain financial books and records meeting customary standards of business prudence.

Pursuant to 20:10:01:45 and 20:10:24:04:03, an Affidavit from James Mehlhaff, an analyst for the Consumer Affairs Division of the Commission is attached and will be served via certified mail on Les Sumption. Consistent with the allegations in that Affidavit, staff requests the Commission serve notice that the following issues will be heard by the Commission:

- A. Whether the Certificate of Authority of S&S should be revoked.
- B. Whether fines or penalties should be imposed if S&S is found to have acted in violation of the Commission's March 20, 2003 Order and/or the COA Order.
- C. Whether a Order to Compel should be issued requiring S&S to produce books and records as provided in SDCL 49-31-7.1.
- D. Whether other appropriate relief should be granted by the Commission.

Signed and dated this 6th day of June, 2003.

Kelly D. Frazie Staff Attorney

RECEIVED

JUN 0 6 2003

BEFORE THE PUBLIC UTILITIES COMMISSION SOUTH DAKOTA PUBLIC OF THE STATE OF SOUTH DAKOTA UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF S&S COMMUNICATIONS/ALTERNA-CELL FOR A CERTIFICATE OF AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES IN	AFFIDAVIT OF JAMES MEHLHAFF OF THE CONSUMER AFFAIRS DIVISION OF THE PUC
SOUTH DAKOTA)) TC02-166

James Mehlhaff, after being duly sworn upon his oath, hereby states and disposes as follows:

- 1. My name is James Mehlhaff and I am an employee of the South Dakota Public Utilities in the Consumer Affairs Division.
- 2. Since June 3, 2003 the Consumer Affairs Division of the South Dakota Public Utilities Commission has received more than 40 complaints regarding S&S Communications.
- 3. Amongst those complaints was a call from Legends Seeds, located in De Smet, South Dakota.
- 4. Legends Seeds has provided me a copy of a prepaid telecommunications contract that was signed on April 17, 2003, in the amount of \$11,700.28, which is attached to this Affidavit.
- 5. I have also received documentation for Dakota Premium Hay, located in Meckling, South Dakota, indicating that S&S sold them prepaid telecommunication services on April 29, 2003, in the amount of \$3,360. According to this complaint, S&S cashed the check from Dakota Premium Hay but never provided service. A copy of the contract and letter are attached to this Affidavit.
- 6. To the best of my knowledge S&S has not received or sought any authorization from the Commission or Commission Staff which would permit the company to sell prepaid telecommunication services.

Further affiant sayeth not.

South Dakota Public Utilities Commission

On this 6 day of June , 2003, came before me, a Notary Public in and for the State of South Dakota, James Mehlaff, well known to me or having proved his identity by means of sufficient proof, and being duly sworn, executed the foregoing "Affidavit" in my presence.

(SEAL)

Notary Public

Notary Print Name:

TINA DOUGLAS My Commission Expires April 8, 2005

My Commission Expires:



RECEIVED

JUN 0 4 2003

P.O. Box 241 De Smet, South Dakota 5723**\$OUTH DAKOTA PUBLIC** 1-800-678-3346 605-854-3346 www.legendseeds.net**UTH THES COMMISSION**

June 3, 2003

Public Utilities Commission Attn: Jim Mehlhaff Capital Building, 1st Floor Pierre, SD 57501

Dear Mr. Mehlhaff,

Enclosed is a copy of the agreement that we had with S & S Communications. We purchased 2 Commercial Plans which were to allow unlimited long distance for a period of 4 years on all of the phone lines listed in the pages attached. We also received 4 (four) sixty minute phone cards that were to be good for 60 minutes per month, which we did not activate before the company filed bankruptcy.

As I said on the phone, we were concerned about the longevity of the plan and received a list of references. I have included the list of references that we were given. We did call at least three of the references and they gave positive reports.

The service was switched from our previous carrier to S & S sometime after May 3, 2003, so we received approximately 30 days of service on the four year contract.

If you have additional questions or need additional information, please contact me.

Sincerely,

Kathy Ellis

Business Manager

S & S Communications

Complete Mobile Telephone and Radio, Sales and Service

Call for listings of sites and members.

Co-Owners: Les Sumption 250-0151 Matt Swearingen 250-0376

		7	
	4/4		
RE	ΔL		
	17	10基/基 数	in its
			11/07

125 Railroad Ave. E. • Aberdeen, SD 57401. Phone: (605) 225-2806. • (605) 225-6650

Date Print?

20 0 3

Name FROM 5 SESS

Address V S V S V Z G V

City 1) R 5 m 27

State SD z

Zip 5 72 3

Invoice No. _____20700

Client No:

P.O. No.

Dept. Tax Code

Salesman Activit

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	NAT LAUTHING COMPACE		
	Partin Terror Town		阿拉斯斯特拉拉斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯
	+ CDF1 GREEKS	A-4471	Howas
	Mind from 22 Fall By and my	* 184 B	Bert + Jane
4	Comin Critica Day 25 (65)		
	5.25 31 sto 42 6		
	Dirasa 1.00 Perra		
	Car Detal 5 on Permic.		
	I war warmer work to be a post of the	Subtotal	11078 00
counts due in added to all p	15 days. A finance charge of 1.5% per month (18% ANNUAL RATE) will ast due accounts.	Federal Excise Tax	
en (=)	THANK YOU VERY MUCH! Packers 177	Sales Tax	662 28
JUT W)	127/1	TOTAL	1/700 28

Customer Name		Company Name	
Home Street Address	РО Вох	Business Street Address	PO Box
City/State/Zip Code		P: 『J Nラ // ミル City/State/Zip Code	
Home Phone Ot	her	∭ S M S O S O S O S O S O S O S O S O S O	<u>∳ / Z §J</u> Nork Phone
Social Security Number	Social Securit		
Social Security Number	Social Security		SUPERIOR STATE
Continental US Residential Plan 5 Year - Unlimited Long Distance Ser	"国际政府的"(25) 在16月1日 16月	Association 6 Year - 1950 minutes per month	
Not for Internet Use Jotes:		• Over 1350 minutes bille Notes:	ediatiluc perminute
			Sugar
3 Year - Unlimited Long Distance Ser • Not for Internet use votes:	vice (\$2700:00) + Tax	5 Year - 500 minutes per month (\$ • Over 500 minutes billed Notes:	
Commercial		Rates By The Minute	
3 Year - Unlimited Long Distance Ser الأسلام • Not for Internet use	vice (\$5519:00) + Tax	9¢ minute • Require 1 1/2 year commitme	nt
A Unif • Not for Internet use Notes: Such S Paciful Calling Cards: Rate: ②(ア以下)	n Figer en	10¢ minute No commitment required No Monthly Fees • in or Out of S	tata • 24hres 7 daya Wools
Calling Cards Rate: OCKM TO COME CONTROL ROCK Access Codes		• No Minimum • No Eimit •	No Access Code
Access Codes		Number assigned: 800 - 6	
Access Codes:		Attached to: (phone number) <u>/</u>	o5-854-3344
\$1.00 per directory assista	ance call	International calls b	illed separate المراجعة الأوردية المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراج المراجعة المراجعة ال
Credit: Check Approval BY SIGNATURE SUBSCRIBER CONFIRMS THE TRUTH AND INFORMATION AND AUTHORIZES COMPANY TO (OBTAIN FIT ABOUT SUBSCRIBER'S CREDIT HISTORY OR ITS AGENT. U	ROM ANYONE INFORMATION	Service and Equipment Approval AS OF THE DATE OF THIS CONTRACT FOR SERVICE, SERVICE FROM S. S. COMMUNICATIONS UNDER THE SIGNATURE CONFIRMS THAT THE SUBSCRIBER AGRI	PLAN LISTED ON THIS SERVICE AGRE
SIGNATURES WILL BE PERSONALLY LIABLE FOR AMOUNT Printed Name		NOTED AND CONFIRMS IT HAS READ ALL TERMS AND Gustomer Signature	
Signature	Date	Sales Person	Date:
Local Phone Co.		Executive Sales Begresentative	Date:
Est. Minutes:		Notes: A \$25.00 fee will be c customer that switches	
Referral Paid To:		customer that swittenes carrier then request t switched back to S&S G	hat the lines b
O (CREES S (No 24) (Extra's) 45 Day Grace for chan		Plan to Includ Latent saads	e upa 500 fo/

Distance Plans Offered

Residential Plans

3 Year Unlimited Service monthly payments as low as \$107.10

- Averages \$79.78 per month
- Financed 3 yrs. monthly payments \$107.10 including tax
- Cash price is \$2862.00 including tax Program applies to in and out of state US calls . Not for Internet use

5 Year Unlimited Service monthly payments as low as \$102.55

- Averages \$56.17 per month
- Financed 4 yrs. monthly payments \$102.55 including tax
- Cash price is \$3360.20 including tax Program applies to in and out of state US calls . Not for Internet use

Commercial Plans

3 Year Unlimited Service monthly poyments as low as \$217.78

- · Averages \$162.78 per month
- Financed 3 yrs monthly payments \$217.78 including tax
- Cash price is \$5850.14 including tax Program applies to in and out of state US calls . Not for Internet use

Association Plans

5 Year - 500 minutes per month monthly payments as low as \$59.88

- Averages \$32.80 per month
- Financed 4 yrs. monthly payments \$59.88 including tax
- · Cash price is \$1957.91 including tax Program applies to in and out of state US calls.

5 Year - 1350 minutes per month monthly payments as low as \$118.83

- · Averages \$65.08 per month
- Financed 4 yrs. monthly payments \$118.83 including tax
- · Cash price is \$3895.00 including tax Program applies to in and out of state US calls.

We have a plan that will fit your needs.

Rates By The Minute

9¢ per minute

11/2 year commitment required

10¢ per minute

No commitment required

No Monthly Fee • In and Out of State

- 24 hrs. 7 Days a Week
- No Minimum
 No Limit
 - No Access Code



ANYTHING ELSE IS JUST A GIMMICK.

1	ATT TO S	taming the first terms of the second	e de la companya de Companya de la companya de la compa	in the second			
Street:	Legend Sec Po Bex 241			()	and the same of th		. · -
City:	DRSMRT			Zip:	57	231	-
Please lis	st all the telephone numbe	rs that yo	u are a	uthorizing	gS&S	Communica	ations to switch.
	Telephone numbers 왕54 33 년두	•		Regulai (r Teleph	none numbe	rs (Cont)
(605)	854 3135	Fux		()		
(605)	854 3341			()		
(605)	854 9948			()		
605	854 9109	· · · · · · · · · · · · · · · · · · ·		()		
	854 - 9090						
1605	854 9133.			800 nui	5) 67	8 33	46
(320	839 0560			(605		to Number for 1	or this 800 number 4 4
(320	839 - 0561	Fox					
()			800 nui) 1	Nord N	lew 800 H
()			1605	_		or this 800 number
()						
()	•		800 nu () N	ARd-NRV	1 800 H
()			(370		to Number f デ ごう	or this 800 number ්ය ර
()						
()			800 nu (mbers)		
()			(Ring)	to Number f	or this 800 number
المام والمام ا	o S & S Communications to swit	ob toloobo-	o lina/a\	listed show	م النبيدا م	not hold S 9 S (Communications

I authorize S & S Communications to switch telephone line(s) listed above. I will not hold S & S Communications responsible for any line not listed on this form that does not get switched.

Signed Date

•				p ^{erson} ferriging Same on Siring				J 40 B
* *	Glen	D	عرابه		A community and make regard to 1 - No.			
Street:	Po Box	241						
City:	DRSMRT		State: _	50	Zip:	5723	3	
Please li	st all the telephon	e numbers	s that you	are au	thorizin	g S & S Cc	mmunicati	ons to switch.
	Telephone numbe				Regula (ır Telephor)	ie numbers	s (Cont)
(1 854 33	50			()		
()				()		
()				()		
()				()		
()				800 nu	ımbers		
()				•()		
()				(Ring to I	Number for	r this 800 number
()	·	·					
,	,				800 nu	ımbers		
)					Ring to I	Number fo	r this 800 number
)				(.)		
()				000 -			
()				800 NL	ımbers 1		
()					Ring to	Number fo	r this 800 number
	,							
_()				800 ทเ	umbers		
()				() Ring to	Number fo	r this 800 number
_()				().		

I authorize S & S Communications to switch telephone line(s) listed above. I will not hold S & S Communications

responsible for any line not listed on this form that does not get switched.

*		Jana Jana Jana			•		<u>_0</u>	13
Street:	Kat	hy E//	/\$	-2/2	j S +	S4. SW		
City:	De Sm		State: _			57231		
•						S & S Communicati	ons to switch.	
	Telephone n	umbers 9157			Regular (_	Telephone numbers	s (Cont)	
()				()	###	
)				()		
()				()		
()				()		
()				800 nur	nhare		
()				() Ring to Number for	this 800 number	
()				()		71 —
()				800 nur	nhers		
()				()		
()				(Ring to Number for	this 800 number	∍r —
()	,			000	m h a va		
()				800 nur ()	•	
()				(Ring to Number for	r this 800 numbe	∍r
()							
	\				800 nur	mbers 、		
1)				1	Ring to Number fo	r this 800 numbe	_ ∋r
()				()		
l authori	ze S & S Commu	ınications to switcl	n telephon	e line(s) li	sted above	e. I will not hold S & S Co	ommunications	
	ible for any line n	ot listed on this fo						
Signed	atheme	Elles		Date		_		

AN: Synteene Ferra Dove + Argel Socenson Desmet State: SD Zip: 57331 Street: City: Please list all the telephone numbers that you are authorizing S & S Communications to switch. Regular Telephone numbers Regular Telephone numbers (Cont) (1.05) 854 - 3682 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number I authorize S & S Communications to switch telephone line(s) listed above. I will not hold S & S Communications responsible for any line not listed on this form that does not get switched.

Date

Signed

Dakota Premium Hay

Dakota Premium Hay, LLC 45568 313th St Meckling, SD 57044

Phone: 605-624-6100 Fax: 605-624-6060

Fax Cover Sheet

Send to:	From:
Public Utilities Commission	Brandon Peterson
Attention:	Office location:
Pam Bonrud	Meckling, SD 57044
Office location:	Date:
Picrre, SD	6-6-03
Fax number:	Phone number:
605-773-3805	405-674-6100
URGENT REPLY ASAP PLEASE COMME	ENT PLEASE REVIEW FOR YOUR INFORMATION
TOTAL PAGES, INCLUDING COVER: Comments:	4 Pages
ine would appreciate	any feedback from
	U
We would appreciate you concerning this ma	a Hev
,	
·	•
·	



TO: Public Utilities Commission Capital Building, 1st floor 500 East Capital Avenue Pierre, SD 57501-5070

FROM: Brandon Peterson, General Manager

Dakota Premium Hay LLC 45568 313th St Meckling, SD 57044

Clay County

Phone: 605-624-6100

Complaint Information:

Dakota Premium Hay LLC signed a 6 yr Communication Long Distance Service Agreement with S&S Communications, 125 Railroad Ave SE, Aberdeen, SD 57401. As of 6-6-03, we have not received any long distance service from them and have since learned that they have filed for bankruptcy. Dakota Premium Hay LLC signed the agreement on 4-29-03, paid them on 4-30-03 and the check went through the bank on 5-7-03. Dakota Premium Hay LLC feels that Paul Miller, Sales Manager for S&S Communications, fraudulently sold the agreement to Dakota Premium Hay LLC for \$3,360.00, knowing that S&S Communications could not provide us with long distance service.

We called S&S Communication on 6-6-03, but could only get an individual who was there just to answer the phone. We left a message for S&S Communication to call us back.

We want our money back from S&S Communications since we have not received any long distance service as agreed upon in our S&S Communications Long Distance Service Agreement.

We will be faxing this complaint to you with additional information.

Sincerely,

Brandon Perterson, Gen Mgr

PO Box 66 • Canton, South Dakota 57013
Telephone: 605.764.6905 • Fax: 605.764.6906 • www.sdapv.com

Pauls Miller Phone cos-225-2806 ions Long Distance Service Agreement -S & S Communic berdeen SD 57401 Mow Contract Change 125 Ruilroad Company Name **Customer Name** PO Box **Business Street Address** PO Box **Home Street Address** City/State/Zip Code City/State/Zip Code Work Phone Contact Name Other **Home Phone** Social Security Number Federal 1D# Social Security Number Continental US Residential Plans 6 Year - 1350 minutes per month (\$3675.03) § Year - Unlimited Long Distance Service (\$3170.00) ●Over 1350 minutes billed at 10¢ per minute Not for Internet use A 1360 01 Notes: Notes: 5 Year - 500 minutes per month (\$1837.65) 3 Year - Unlimited Long Distance Service (\$2700.00) - Over 500 minutes billed at 10¢ per minute · Not for Internet use Notes: Notes Rates By The Minute Commercial 9¢ minute 3 Year - Unlimited Long Distance Service (\$5519.00) Require 1 1/2 year commitment ■ Not for Internet use 10¢ minute Notes: No commitment required Calling Cards Rate: No Monthly Fees • In or Out of State ●24hrs - 7days Week • No Minimum • No Limit • No Access Code Access Codes: 800 Number Rate Number assigned:. Access Codes: Attached to: (phone number) Access Codes: Cash Charge Financed Leased Service and Equipment Approval Credit Check Approval AS OF THE DATE OF THIS CONTRACT FOR SERVICE, CUSTOMER SHALL RECEIVE ITS TELEPHONE BY SIGNATURE SUBSCRIBER CONFIRMS THE TRUTH AND COMPLETENESS OF THE INFORMATION AND AUTHORIZES COMPANY TO OBTAIN FROM ANYONE INFORMATION ABOUT SUBSCRIBER'S CREDIT HISTORY OR ITS AGENT: UNAUTHORIZED BUSINESS SIGNATURES WILL BE PERSONALLY LIABLE FOR AMOUNTS NOT PAID WHEN DUE. SERVICE FROM S & S COMMUNICATIONS UNDER THE PLAN LISTED ON THIS SERVICE AGREEMENT. SIGNATURE CONFIRMS THAT THE SUBSCRIBER AGREES TO THE PLANS, TERMS AND CONDITIONS NOTED AND CONFIRMS IT HAS READ ALL TERMS AND CONDITIONS OF THIS AGREEMENT. Customer Signature ... Date Printed Name N. O. Carrie Date Signature Sales Perspn 1 1 Date Executive Sales Representative Date Local Phone Co. Notes: for the boy ossistance with Est. Minutes: Referral Paid To: 45 Day Grace for change over?

RECEIVED

JUN 1 1 2003 BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA **SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF THE APPLICATION OF)	
S&S COMMUNICATIONS/ALTERNA-CELL)	SUPPLEMENT TO MOTION
FOR A CERTIFICATE OF AUTHORITY TO)	FOR ORDER TO SHOW
PROVIDE INTEREXCHANGE)	CAUSE AND NOTICE OF
TELECOMMUNICATIONS SERVICES IN)	HEARING
SOUTH DAKOTA)	
	í	TC02 166

On June 6, 2003, the Staff of the South Dakota Public Utilities Commission (Commission) filed a Motion For Order To Show Cause And Notice Of Hearing in the above entitled matter. Pursuant to ARSD 20:10:24:04:03, Staff submits the following Supplemental Motion in support of Staff's request that the Commission issue an Order To Show Cause, pursuant to 20:10:01:45, and a Notice Of Hearing, pursuant to ARSD 20:10:24:04:03. By this Motion, Staff requests that the Commission consider the following issues in addition to those raised by Staff in the original Motion:

BACKGROUND

The background of this case is well known by the Commission and was stated in the original Motion filed by Staff on June 6, 2003. Staff hereby references and incorporates by reference the background information provided in that Motion. Since the time of that Motion, Staff has discovered that some S&S customers have been unable to get their "800" numbers released as they attempt to find a new long distance provider.

GROUNDS FOR MOTION

- 1. The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3, 49-31-7 and 49-31-7.1 and ARSD 20:10:24:04:02, 20:10:24:04:03 and 20:10:24:04:04.
- 2. Pursuant to 20:10:01:45 and 20:10:24:04:03, a copy of the previous Motion from Staff was sent to counsel for Les Sumption, the holder of the Certificate Of Authority of S&S, by certified mail. By rule this Motion shall be served in the same manner. The purpose of this service shall be to give notice of the facts and conduct which warrant Staff's request that the Commission revoke the Certificate Of Authority of S&S Communications. It is Staff's position that all allegations raised by Staff in all previous Motions, which have not otherwise been addressed by S&S, be considered by the Commission.
- 3. Commission Staff alleges that there is probable cause to compel S&S to show cause as to whether its Certificate Of Authority should not be revoked and whether other appropriate penalties and relief should be ordered. Staff requests that the Commission consider the following actions, in addition to those requested by Staff in the June 6, 2003 Motion:
 - a. If the Commission revokes the Certificate Of Authority, Staff requests that the Commission construct the Order to prohibit Les Sumption or Matt Swearingen ever possessing any authority to provide any telecommunication services in this state. It is Staff's position that Les Sumption and

Matt Swearingen acted in violation of ARSD 20:10:24:04:02 in that they:

- (1) Failed to maintain accounts and records as required by the commission;
- (2) Failed to file with the commission all financial and other reports that the commission required, in a form and at such times as the commission designated;
- (3) Failed to maintain on file with the commission all current tariffs and rates;
- (4) Failed to cooperate with commission investigations or inquiries regarding customer complaints; and
- (5) As officers or agents of a telecommunications company, furnished or made misleading or false statements or reports by, including those made by its legal counsel, to the commission.

Consistent with the provisions of ARSD 20:10:24:04:05, if the commission revokes the Certificate Of Authority, the named holder of the Certificate Of Authority may not reapply for a Certificate Of Authority for at least one year after the date of revocation, unless the commission determines that other action is more appropriate. It is Staff's position that "other action is more appropriate" in this instance. Staff requests that Les Sumption and Matt Swearingen, as holders of the Certificate Of Authority under the name of S&S Communications, Alterna-Cell, and RealTel, never again be permitted to hold a Certificate Of Authority in the state of South Dakota, either individually or as a member, partner or in conjunction with any group or entity. Based on the pattern of conduct and apparent contempt for the authority of this Commission, Staff here argues that both Les Sumption and Matt Swearingen have demonstrated that they are unfit to hold such authority from this Commission and as such should be banned from providing telecommunication services from this Commission for life, or until such time as the Commission may deem appropriate.

- b. Staff requests that the Commission take action to proceed against the \$75,000 bond of S&S Communications, issued by Star Insurance Company. ARSD 20:10:24:04.05 states that, "in the public interest, the commission may require an applicant, as a condition precedent to granting a Certificate Of Authority, to file with the commission a bond for an amount and a duration as the commission may require. The bond shall be filed with the commission and shall be for the benefit of a customer of the applicant." S&S, under the TC00-114 Order, was required to "update its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement (of Aberdeen Finance Corporation)." It is Staff's position that the failure of S&S to provide telecommunication services is sufficient for the Commission to pursue the bond. The bond, by its very language, states that Star Insurance Company binds itself unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota, as Obligee, in the amount of \$75,000. A copy of indemnity bond number SA3162690 is attached to this Motion. ARSD 20:10:24:04.05 is silent as to the Commission's notice requirement to the surety in this matter. Staff shall provide notice consistent with the notice requirements utilized by the Commission in event of grain dealer and warehousemen insolvency (SDCL 49-49-43-5.8 & 49-45-18).
- c. Staff requests that the Commission take action to proceed against the \$125,000 Standby Letter Of Credit (LOC) issued by Aberdeen Finance Corporation (AFC). The LOC, by its very language, states that the following must be presented as a requirement of this credit:

"...Beneficiary's affidavit executed by authorized member of the South Dakota Public Utilities Commission certifying that claim(s) have been presented by South Dakota Consumers against S&S Communications for not providing long distance services....The original letter of credit must accompany the beneficiary's affidavit listed above as a requirement of this credit"

The original letter from Tim G. Rich of AFC is attached to this Motion. In that letter Mr. Rich stated, "...in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements."

Staff here asserts that S&S has failed in its contractual obligations to provide long distance service and that such claims have been presented to the Commission. ARSD 20:10:24:04.05 is silent as to the Commission's notice requirement to the surety in this matter. Staff shall provide notice consistent with the notice requirements utilized by the Commission in event of grain dealer and warehouseman insolvency (SDCL 49-49-43-5.8 & 49-45-18).

- d. Staff requests that the Commission take receivership of the bond and letter of credit as requested in paragraphs (b) and (c) above. Our rules and statutes do not provide specific procedural guidelines for taking action against the bond or letter of credit of a telecommunications company. Staff would recommend that the Commission take action consistent with the procedure outlined in our statutes regarding the insolvency of a grain dealer or warehouseman (SDCL 49-43-5.6 & 49-45-16) and as provided for in SDCL 21-21. Staff would also recommend that the Commission open a separate docket for the purposes of receiving formal complaints regarding a loss of service from S&S and potential claims against the bond and letter of credit. The current docket on S&S includes material which has been filed as confidential by S&S. Staff believes that it would be less of an administrative burden to open a new docket for consideration of issues involving the bond, LOC and all pending complaints as opposed to having all matters considered under one docket with portions being redacted.
- e. Staff requests that the Commission issue an Order compelling S&S to release the 800 number of any and all customers so requesting so that they may maintain those numbers as they seek service from other providers.

Staff hereby requests that if the Commission grants Staff's Motion For Order To Show Cause And Notice Of Hearing, that the Commission provide notice to S&S Communications that these issues, as well as issues addressed in the original Motion, will be addressed at that time.

Signed and dated this 11th day of June, 2003.

Kelly D. Frazier

Staff Attorney

STAR INSURANCE COMPANY NO SA 31

(Void unless numbered in Red!)

KNOW ALE MEN BY THESE PRESENTS, THAT STAR INSURANCE COMPANY has made constituted and appointed, and by these presents does make, constitute and appoint

MICHAEL D. LAPRE * SANDRA LENZ OF SCOTESDALE, ARIZONA

its true and lawful Attorney-in-Fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to:

* ALL OBLIGEES

provided that no bond or undertaking of contract of suretyship executed under this authority shall exceed in amount the sum of

TWO HUNDRED FIFTY THOUSAND (\$250,000) DOLLARS

This Power of Attorney is granted and signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993

TRESOLMED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President, or a Senior Vice President or a Vice President of the Company be and that each or any of them is, authorized to execute Powers of Attorney qualifying the Attorney-in-Fact named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice Resident, a Secretary or an Assistant Secretary be, and that each of any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company when so affixed and in the future with respect to any bond, undertaking or instruments of similar nature to which it is attached."

IN WITNESS WHEREOF STAR INSURANCE COMPANY has caused its official seal to be hereting affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by the Secretary this ist day of November, 2000.

Attest:

MIGHAEL G. COSTELLO Secretary

STATE OF MIGHIGAN

COUNTY OF OAKLAND

STARINSURANCE COMPANY

JOSEPH

On this 14th day of November 2000, before me personally came Joseph C. Henry, to medically who being by me duly swom, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY; the corporation described in and which executed the above. instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said comporation and that he signed his name thereto by like order.

NOTARY PUBLIC

Acting in Oakland County My Commission Expires May 15, 2004

, the undersigned, Secretary of STAR INSURANCE COMPANY a MICHIGAN comporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors forth in the said Power of Attorney is now in force.

307H

Signed and sealed at the city of Southfield, in the State of Michigan: Dated the

Michael G. Costello, Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER THE BAGK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK HOLD AT AN ANGLE TO VIEW IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT YOU ARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 1, 800-394-7806.



GEO. M. RICH

President

TIM RICH

Vice President

Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59
ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982



MARK A, KRAGE Loan Officer KATHLEEN GETTY Agency Manager

IRREVOCABLE STANDBY LETTER OF CREDIT

Opener's Reference No: SS01

BY THE ORDER OF ABERDEEN FINANCE CORPORATION

We hereby issue in favor of the South Dakota Public Utilities Commission our irrevocable credit for the aggregate amount not to exceed \$125,000.00 payable by your draft at sight on the Aberdeen Finance Corporation effective September 12, 2002 with an expiration of September 12, 2004.

Funds under this credit are available against your draft(s) mentioning our credit number as it appears above

The below mentioned documents must be presented at sight in accordance with the terms and conditions of this letter of credit:

 Beneficiary's affidavit executed by authorized member of the South Dakota Public Utilities Commission certifying that claim(s) have been presented by South Dakota Consumers against S & S Communications for not providing long distance services.

We engage with you that drafts drawn under and in conformity with the terms and conditions of this credit will be duly honored on presentation if presented to us at the address above. The original letter of credit must accompany the beneficiary's affidavit listed above as a requirement of this credit.

This credit is subject to the Uniform Customs and Practices for Documentary Credits, 1993 Revision – Public Number 500.

Very truly yours,

Tim Rich, Vice President
Aberdeen Finance Corporation



GEO. M. RICH

TIM RICH

Vice President

President ·

Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982

MARK A. KRAGE Loan Officer KATHLEEN GETTY Agency Manager

independent Insurance

December 8, 2000

AECE WED

Mr. Keith Senger South Dakota Public Utilities Commission State Capitol Building 500 E. Capitol Avenue Pierre, SD 57501-5070

DEC 1 1 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re: S&S Communications

Dear Mr. Senger:

This letter is to confirm the agreement between S&S Communications and the Aberdeen Finance Corporation concerning the treatment of prepaid customers of S&S. In connection with addressing issues raised by you in connection with S&S's application to the South Dakota PUC, S&S obtained professional appraisals of its wireless system assets, including numberous wireless licenses, which it has offered to provide as collateral to the Aberdeen Finance Corporation. The amount of collateral S&S will be providing to the Aberdeen Finance Corporation has an estimated market value in excess of \$2.5 million. In exchange, the Aberdeen Finance Corporation has agreed that in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements. This agreement would not in any way relieve S&S's customers from paying for services they receive from S&S or otherwise affect their obligations to the Aberdeen Finance Corporation under their financing agreements with us. The approximate amount of finance contracts currently held by the Aberdeen Finance Corporation for S&S customers if \$603,000.

Yours truly,

ABERDEEN FINANCE CORPORATION

Ву

Tim G. Rich Vice President

TGR/rm

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	
S&S COMMUNICATIONS/ALTERNA-CELL)	MOTION FOR CORRECTION
FOR A CERTIFICATE OF AUTHORITY TO)	OF CLERICAL ERRORS ON
PROVIDE INTEREXCHANGE)	JUNE 3, 2003 ORDER
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC02-166
	j	

Comes now the Staff of the South Dakota Public Utilities Commission (Commission) and hereby requests that the Commission issue an Errata Order to correct two clerical errors which were contained in the Order issued on June 3, 2003, in the above-docketed matter. The corrections requested are as follows:

Correction #1: On page 2, paragraph one, Staff requests that the Order be corrected to state as follows:

"...Staff requested that the Commission require S&S to provide in its reports to the Commission on or before June 21 and December 21 of each year..."

Correction #2: On page 2, paragraph 4, Staff requests that the Order be corrected to state as follows:

"4) Generally Accepted Accounting Procedure Principles [sic] (GAAP) compliant financial statements"

Signed and dated this 11th day of June, 2003.

Kelly D. Frazier Staff Attorney

RECEIVED

JUN 1 1 2003

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF S&S) ORDER TO SHOW CAUSE COMMUNICATIONS/ALTERNA-CELL'S) AND NOTICE OF HEARING COMPLIANCE WITH COMMISSION ORDER) TC02-166

On June 6, 2003, the Public Utilities Commission (Commission) received a Motion for Order to Show Cause and Notice of Hearing (Motion) from Commission Staff. In the Motion, the Commission Staff moved that the Commission issue an Order to Show Cause against S&S Communications/Alterna-Cell (S&S) pursuant to ARSD 20:10:01:45 and a Notice of Hearing pursuant to ARSD 20:10:24:04.03. Staff requested that the Commission consider the following issues at the show cause hearing: 1) whether the Certificate of Authority of S&S should be revoked; 2) whether fines or penalties should be imposed if S&S is found to have acted in violation of the Commission's March 20, 2003 Order and/or the COA Order; 3) whether an Order to Compel should be issued requiring S&S to produce books and records as provided in SDCL 49-31-7.1; and 4) whether other appropriate relief should be granted by the Commission.

On June 11, 2003, the Commission received a Supplement to Motion for Order to Show Cause and Notice of Hearing (Supplemental Motion) from Commission Staff. In the Supplemental Motion, Staff requested that Les Sumption and Matt Swearingen be prohibited from ever possessing any authority to provide any telecommunications services in the state if the Commission revokes S&S' COA. Staff also requested that the Commission permit Staff to take action against any bonds and the letter of credit issued by the Aberdeen Finance Corporation. In addition, Staff requested that the Commission compel S&S to release the 800 numbers of any customers requesting the release so that customers may maintain their 800 numbers when they seek service from another provider.

At its June 13, 2003, ad hoc meeting, the Commission considered the motions. The Commission has jurisdiction over this matter pursuant to SDCL Chapters 49-13 and 49-31, specifically 49-13-4, 49-13-5, 49-13-13, 49-31-3, 49-31-7, 49-31-7.1, 49-31-7.4, 49-31-11, 49-31-38, and 49-31-38.1, and ARSD 20:10:01:28, 20:10:01:45, 20:10:24:02, 20:10:24:03, 20:10:24:04, 20:10:24:04.02, 20:10:24:04.03, and 20:10:24:04.04. At the meeting, the Commission heard from Commission Staff and Jon Frankel, attorney for S&S. S&S' attorney did not object to the issuance of an Order to Show Cause and Notice of Hearing. The Commission unanimously voted to issue an Order to Show Cause and Notice of Hearing on the following issues:

- 1. Whether the Certificate of Authority of S&S should be revoked or suspended if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law;
- 2. Whether fines or penalties should be imposed if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law;
- 3. Whether an Order to Compel should be issued requiring S&S to produce books and records as provided in SDCL 49-31-7.1;
- 4. Whether S&S should be ordered to release 800 numbers if requested by the customer that has been assigned the 800 number;

- 5. Whether the Commission should take action against any bonds and the letter of credit issued by Aberdeen Finance Corporation;
- 6. Whether Les Sumption and/or Matt Swearingen should be barred from providing telecommunications services in South Dakota in the future if the Commission determines that they have violated any Commission orders, rules, or state law; and
- 7. Any other appropriate relief that may be granted by the Commission.

In addition, the Commission directed Staff to attempt to obtain the bond proceeds and the proceeds from the Irrevocable Letter of Credit issued by Aberdeen Finance Corporation.

The Commission recites the following in support of its Order to Show Cause and Notice of Hearing:

- 1. On July 21, 2000, the Commission, in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S. S&S' application was docketed as TC00-114. S&S sought authority to provide interstate and intrastate long distance, voice mail services, 800 number services, and calling card services. A proposed tariff was filed by S&S.
- 2. On December 21, 2000, the Commission issued an Order Granting Certificate of Authority in Docket TC00-114, granting S&S a certificate of authority, subject to the following conditions:
 - a. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements informing them of the collateral agreement;
 - b. A continuous \$50,000 (at a minimum) surety bond; and
 - c. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

Order Granting Certificate of Authority (Attachment A) [hereafter referred to as COA Order].

- 3. On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S as to why S&S should not be found in violation of the Order Granting Certificate of Authority in Docket TC00-114 and of the laws of the state of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05, and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause. Order Granting Motion to Issue Order to Show Cause (Attachment B).
- 4. At its March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission. On March 20, 2003, the Commission issued an order amending the certificate of authority by adding the condition that S&S not offer prepaid services to, or require or accept deposits or advances payments from, South Dakota customers without prior approval of the Commission, and that all conditions contained in the

original certificate of authority granted in Docket TC00-114 remain in effect and subject to enforcement by the Commission. Order Granting Amended Certificate of Authority (Attachment C).

- 5. On May 27, 2003, the Commission received from Staff a Motion for Order to Amend Certificate of Authority to Clarify and Add Reporting Requirements. In the Motion, Staff requested that the Commission require S&S to provide in its reports to the Commission on or before June 21 and December 21 of each year, commencing with June 21, 2003, a number of documents, statements, and information. *Motion for Order to Amend Certificate of Authority to Clarify and Add Reporting Requirements* (Attachment D).
- 6. At its June 3, 2003, meeting, the Commission considered Staff's Motion. At the meeting, S&S stated that it did not object to the Commission granting Staff's Motion. The Commission voted to grant the Motion. On June 3, 2003, the Commission issued its order granting the motion and ordered that S&S' Certificate of Authority is amended to include the following requirements:
 - a) A list (electronic and hard copy) of all South Dakota pre-paid customers. Each individual customer listing shall include: customer's name: customer's complete mailing address; customer's telephone number; customer's account number; type of contract (tariffed service offering); number of contracts; contract start date; contract expiration date; amount received per contract (including tax); total amount received (including tax); indication if amount was paid in cash or financed through the Aberdeen Finance Corporation or other source; total (original) customer principal amount financed by the Aberdeen Finance Corporation; current customer principal amount owed to the Aberdeen Finance Corporation; a letter signed by an Aberdeen Finance Corporation officer verifying and concurring with the per customer amounts; S&S' unearned revenue - calculated by dividing the total amount received by the term of the contract and multiplying by the remaining term of the contract; customer principal amount at risk - this amount is the difference between the unearned revenue and the current customer Aberdeen Finance Corporation principal when the Aberdeen Finance Corporation principal is greater than the unearned revenue; and the calculated bond amount - this amount is the sum of the unearned revenue for all non-Aberdeen Finance Corporation financed customers and the customer principal at risk;
 - b) A bond totaling the sum of the individual customers' calculated bond amounts;
 - c) A list (electronic and hard copy) of all South Dakota postpaid customers including: customer's name; customer's complete mailing address; customer telephone number; customer account number; and type of service (tariffed service offering); and
 - d) Generally Accepted Accounting Principles (GAAP) compliant financial statements for S&S, including a balance sheet, income statement, and statement of cash flow for the most recent 12 month period.

See Order Granting Motion to Amend Certificate of Authority to Clarify and Add Reporting Requirements (Attachment E).

7. On June 6, 2003, the Commission received a Motion for Order to Show Cause and Notice of Hearing from Commission Staff. *Motion for Order to Show Cause and Notice of Hearing from Commission Staff* (Attachment F).

- 8. In the Motion, Staff alleged that S&S, either itself or through one or more agents, "[s]old pre-paid telephone service contracts to and collected prepayments from one or more customers in South Dakota following the effective date of the Commission's order issued on March 20, 2003 prohibiting S&S from offering pre-paid telephone services in South Dakota in violation of such order." In support of this allegation, Staff submitted an affidavit from James Mehlhaff, an employee of the Commission in its Consumer Affairs Division. Affidavit of James Mehlhaff of the Consumer Affairs Division of the PUC (Attachment G). In his affidavit, James Mehlhaff stated that "Legend Seeds has provided me a copy of a prepaid telecommunications contract that was signed on April 17, 2003, in the amount of \$11,700.28. . . ." The affidavit further asserted that Mehlhaff had received documentation from "Dakota Premium Hay, located in Meckling, South Dakota, indicating that S&S sold them prepaid telecommunications services on April 29, 2003, in the amount of \$3,360." The documents referenced in the affidavit were attached to the affidavit. See Attachment G.
- 9. Staff alleged that S&S "[f]ailed to make the report and bond upgrade required in the" COA Order for the December 21, 2001 reporting date.
- 10. Staff alleged that S&S "[f]ailed on one or more occasions to provide current prepaid customer information in accordance with" the COA Order.
- 11. Staff alleged that S&S "[p]rovided insufficient information from which the proper bond amount under the COA Order could be calculated."
- 12. Staff alleged that S&S "[p]rovided inaccurate information regarding the current amount of customer prepayments and amounts financed by Aberdeen Finance Corporation on one or more occasions."
- 13. Staff alleged that S&S "[f]ailed to provide a bond to effect 100% bond coverage of customer prepayments in excess of the amount covered by the collateral agreement."
- 14. Staff alleged that S&S "[r]efused to provide information deemed necessary, and requested of S&S in writing, by Commission Staff to enable the correct determination of the current amount of customer prepayments and resulting bond coverage requirement."
- 15. Staff alleged that S&S "[e]ngaged in deceptive sales practices by failing to disclose to customers the facts that S&S was subject to a Commission order prohibiting pre-paid service contracts, that S&S was not in compliance with the 100% bonding requirement of the COA order and that S&S was having financial problems that could result in its not being able to provide the services for which the customer was paying."
- 16. Staff alleged that S&S "[f]ailed to maintain financial books and records meeting customary standards of business prudence."
- 17. In its Supplemental Motion, Staff alleged that Les Sumption and Matt Swearingen acted in violation of ARSD 20:10:24:04.02 by failing to maintain accounts and records; failing to file all financial and other reports required by the Commission; failing to maintain on file all current tariffs and rates; failing to cooperate with Commission investigations or inquiries regarding customer complaints; and as officers or agents of a telecommunications company, furnished or made misleading or false statements or reports to the Commission. Staff requested that if the Commission revokes S&S' COA, the Commission should also prohibit Les Sumption and Matt Swearingen from

providing any telecommunications services in South Dakota for life, or until such time as the Commission deems appropriate.

- 18. In its Supplemental Motion, Staff requested that the Commission take action against the \$75,000.00 bond of S&S and the \$125,000.00 Letter of Credit issued by Aberdeen Finance Corporation. At the June 13, 2003, meeting, Staff stated that there are other bonds in addition to the \$75,000.00 bond issued by Star Insurance Company.
- 19. In its Supplemental Motion, Staff alleged that some S&S customers have been unable to get their 800 numbers released as they attempted to find a new long distance provider. Supplement to Motion for Order to Show Cause and Notice of Hearing (Attachment H). Thus, Staff requested that the Commission issue an order compelling S&S to release the 800 number of any and all customers so requesting so that they may maintain those numbers as they seek service from other providers.
- 20. At the June 13, 2003, meeting, James Mehlhaff stated that since June 2, 2003, the Consumer Affairs Division had received 112 complaints regarding S&S.
- 21. Pursuant to SDCL 49-31-3, "[a]ny certificate of authority granted by the commission may be suspended or revoked pursuant to chapter 1-26 for a willful violation of the laws of this state, a willful failure to comply with a rule or order of the commission, or other good cause." In addition, ARSD 20:10:24:04.02 provides as follows:

Failure of any provider of interexchange service to comply with applicable requirements set forth in this chapter, other terms and conditions imposed on its certification by the commission, or applicable rules and laws, or for other good cause may result in the suspension or revocation of the provider's certificate of authority to provide interexchange services. Other good cause may include the following conduct:

- (1) Failure to maintain accounts and records as required by the commission;
- (2) Failure to file with the commission all financial and other reports that the commission may require, in a form and at such times as the commission may designate;
- (3) Failure to maintain on file with the commission all current tariffs and rates;
- (4) Failure to cooperate with commission investigations or inquiries regarding customer complaints; and
- (5) The furnishing or making of any misleading or false statement or report by an officer or agent of a telecommunications company, including those made by its legal counsel, to the commission.

Based on the information provided by Staff, the Commission finds that sufficient cause exists to issue an Order for Show Cause and Notice of Hearing and orders S&S and its owners, Les Sumption and Matt Swearingen, to appear before the Commission on June 30, 2003, beginning at 10:00 a.m., in Room 412 of the State Capitol, 500 East Capitol, Pierre, South Dakota, and show cause why one or more of the following remedies or penalties should not be imposed upon S&S and its owners:

1. Whether the Certificate of Authority of S&S should be revoked or suspended if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law, pursuant to SDCL 49-31-3, 20:10:24:04.02, 20:10:24:04.03 and 20:10:24:04.04;

- 2. Whether fines or penalties should be imposed if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law, pursuant to SDCL 49-31-7.4, 49-31-38, and 49-31-38.1;
- 3. Whether an Order to Compel should be issued requiring S&S to produce books and records as provided in SDCL 49-31-7.1;
- 4. Whether S&S should be ordered to release 800 numbers if requested by the customer that has been assigned the 800 number;
- 5. Whether the Commission should take action against the bonds and letter of credit issued by Aberdeen Finance Corporation;
- 6. Whether Les Sumption and/or Matt Swearingen should be barred from providing telecommunications services in South Dakota in the future if the Commission determines that they have violated any Commission orders, rules, or state law, pursuant to ARSD 20:10:24:04.02 and 20:10:24:04.04; and
- 7. Any other appropriate relief that may be granted by the Commission.

The issues at the hearing are whether any of the above-listed remedies or penalties should be imposed on S&S. The hearing is an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to attend and represent themselves or be represented by an attorney. However, such rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place set for the hearing, the Final Decision will be based solely on testimony and evidence provided, if any, during the hearing or a Final Decision may be issued by default pursuant to SDCL 1-26-20.

The Commission, after examining the evidence and hearing testimony presented by the parties, shall make Findings of Fact, Conclusions of Law, and a Final Decision. As a result of the hearing, the Commission may order one or more of the remedies or penalties listed above. The Final Decision made by the Commission may be appealed by the parties to the Circuit Court and the South Dakota Supreme Court as provided by law.

It is therefore

ORDERED, that S&S and its owners, Les Sumption and Matt Swearingen, shall appear before the Commission on June 30, 2003, beginning at 10:00 a.m., in Room 412 of the State Capitol, 500 East Capitol, Pierre, South Dakota, and show cause why one or more of the above-listed remedies or penalties should not be imposed upon S&S and its owners.

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this ________ day of June, 2003.

CERTIFICATE OF SERVICE The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon. By: Date: (OFFICIAL SEAL) BY ORDER OF THE COMMISSION: ROBERT K. SAHR, Chairman Augustual Saugustuary GARYHANSON, Commissioner JAMES A. BURG, Commissioner

OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
S&S COMMUNICATIONS/ALTERNA-CELL)	CERTIFICATE OF
FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY
PROVIDE INTEREXCHANGE)	
TELECOMMUNICATIONS SERVICES IN)	TC00-114
SOUTH DAKOTA	j	

On July 21, 2000, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S Communications/Alterna-Cell (S&S).

The applicant intends to offer interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission considered S&S's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the following:

- 1. a continuous \$50,000 (at a minimum) surety bond; and
- 2. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that S&S has met the legal requirements established for the granting of a certificate of authority. S&S has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves S&S' application for a certificate of authority, subject to the following:

- Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements, informing them of the collateral agreement referenced below;
- 2. a continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. The collateral agreement between S&S and AFC dated December 8, 2000, attached hereto as Exhibit 1, is incorporated herein by reference as though here fully set forth.

As the Commission's final decision in this matter, it is therefore

ORDERED, that S&S' application for a certificate of authority is hereby granted, subject to the following:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements, informing them of the collateral agreement referenced below;
- 2. a continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. The collateral agreement between S&S and AFC dated December 8, 2000, attached hereto as Exhibit 1, is incorporated herein by reference as though here fully set forth.

It is

FURTHER ORDERED, that S&S shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this Andrew day of December, 2000.

The undersigned hereby certifies that this
document has been served today upon all parties of
record in this docket, as listed on the docket service
list, by first class mail, in properly addressed
envelopes, with charges prepaid thereon.

CERTIFICATE OF SERVICE

Date:

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

PAM NELSON Commissioner

LASKA SCHOENFELDER, Commissioner



Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

State Capitol Building

500 E. Capitol Avenue

Pierre, SD 57501-5070

WATS 1-800-287-8051

FAX 605/229-4982



GEO. M. RICH President TIM RICH Vice President

December 8, 2000

South Dakota Public Utilities Commission

MARK A. KRAGE Loan Officer KATHLEEN GETTY Agency Manager

ACCIVED

DEC 11 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re: S&S Communications

Dear Mr. Senger:

Mr. Keith Senger

This letter is to confirm the agreement between S&S Communications and the Aberdeen Finance Corporation concerning the treatment of prepaid customers of S&S. In connection with addressing issues raised by you in connection with S&S's application to the South Dakota PUC, S&S obtained professional appraisals of its wireless system assets, including numberous wireless licenses, which it has offered to provide as collateral to the Aberdeen Finance Corporation. The amount of collateral S&S will be providing to the Aberdeen Finance Corporation has an estimated market value in excess of \$2.5 million. In exchange, the Aberdeen Finance Corporation has agreed that in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements. This agreement would not in any way relieve S&S's customers from paying for services they receive from S&S or otherwise affect their obligations to the Aberdeen Finance Corporation under their financing agreements with us. The approximate amount of finance contracts currently held by the Aberdeen Finance Corporation for S&S customers if \$603,000.

Yours truly,

ABERDEEN FINANCE CORPORATION

Ву

Tim G. Rich Vice President

TGR/rm

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S)	ORDER GRANTING
COV	MUNICA	TIONS/ALTI	ERNA-C	ELL'S)	MOTION TO ISSUE
CON	/IPLIANC	E WITH	COMMI	SSION)	ORDER TO SHOW CAUSE
ORE	DER)	
)	TC02-166

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order To Show Cause to S&S Communications/Alterna-Cell (S&S) as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including, but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. According to the Motion, Staff sent numerous data requests to S&S in order to determine the proper amount of bond which S&S must post pursuant to the Order. On September 24, 2002, Staff received a letter from S&S objecting to providing this information. The Motion alleged that this denial was in violation of state law and alleges that S&S is not properly bonded. Staff seeks an Order compelling, inter alia, S&S to produce information requested by Staff, compelling S&S to meet the bond requirements of the Order or suspending or revoking S&S' certificate of authority.

On October 3, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of October 16, 2002, to interested individuals and entities. On October 16, 2002 the Commission received a Petition For Intervention from LECA (et al). On October 17, at its regularly scheduled meeting, the Commission considered whether to grant LECA (et al) intervention. The Commission also considered whether to grant Staff's Motion for the Commission to issue an Order To Show Cause. Staff recommended deferring the issue of whether to grant LECA (et al) intervention. Staff also recommended that the Commission issue an Order To Show Cause as to why S&S should not be found in violation the Order issued in TC00-114 and South Dakota law. The Commission voted unanimously to defer action on whether to grant LECA (et al) intervention and voted unanimously to grant Staff's Motion To Issue An Order To Show Cause. LECA subsequently withdrew its Petition For Intervention.

The Commission has jurisdiction over this matter pursuant to SDCL 49-31, specifically, but not necessarily limited to, 49-31-3, 49-31-7.1 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:24:04.02. The Commission voted unanimously to grant Staff's Motion For An Order To Show Cause. It is therefore

ORDERED, that an Order To Show Cause shall be issued by the Commission directing S&S Communications to appear at a time and date to be specified therein to SHOW CAUSE as to why it should not be found in violation of the Order issued in TC00-114 and in violation of SDCL 49-31-3, 49-31-7.1, ARSD 20:10:24:04:02 and any other applicable law.

Dated at Pierre, South Dakota, this 28th day of Octo by 2002.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: ha Jonglas

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

ROBERT K. SAHR, Commissioner

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
S&S COMMUNICATIONS/ALTERNA-CELL)	AMENDED CERTIFICATE OF
FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY
PROVIDE INTEREXCHANGE)	
TELECOMMUNICATIONS SERVICES IN)	TC02-166
SOUTH DAKOTA)	

On July 21, 2000, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S Communications/Alterna-Cell (S&S). S&S' application was docketed as TC00-114.

S&S sought authority to provide interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission approved S&S' application, subject to conditions. On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to the following conditions:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements informing them of the collateral agreement;
- 2. A continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause.

At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose an ew restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission further finds that S&S agreed at the meeting to an amendment to its certificate of authority to add a condition to restrict S&S from offering any prepaid services to customers in South Dakota or requiring of, or accepting from, customers in South Dakota deposits or payments in advance of provision of service.

The Commission accordingly approves and orders that S&S' certificate of authority originally granted in Docket TC00-114 be amended to add the condition that S&S not offer prepaid services to, or require or accept deposits or advance payments from, South Dakota customers without prior approval of the Commission. This condition is in addition to and not in lieu of all conditions contained in the original certificate of authority granted in TC00-114. This action and Order by the Commission to amend S&S' certificate of authority is intended as an interim measure and not as final action in Docket TC02-166. This Order is not intended to prohibit S&S from applying to this Commission for a further amendment of its certificate of authority to either remove or modify the restrictive conditions, including those imposed by this Order or to prohibit either the Commission or Staff from taking further action to enforce the terms of the certificate of authority or otherwise to protect the public interest or enforce the laws of this state.

As the Commission's decision in this matter, it is therefore

ORDERED, that the certificate of authority originally granted to S&S in TC00-114 to provide interexchange telecommunications services is amended to include the additional condition that S&S not offer prepaid services to, or require or accept deposits or advance payments from, South Dakota customers without prior approval of the Commission, and that all conditions contained in the original certificate of authority granted in TC00-114 shall remain in effect and subject to enforcement by the Commission.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 30th day of March, 2003. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this 20th day of March, 2003.

BY ORDER OF THE COMMISSION:

ROBERT K. SAHR, Chairman

GARY HANSON, Commissioner

JAMES A. BURG, Commissioner

RECEIVED

MAY 2 7 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA PUBLIC OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	MOTION FOR ORDER TO
S&S COMMUNICATIONS/ALTERNA-CELL)	AMEND CERTIFICATE OF
FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY TO CLARIFY
PROVIDE INTEREXCHANGE)	AND ADD REPORTING
TELECOMMUNICATIONS SERVICES IN)	REQUIREMENTS
SOUTH DAKOTA	
, , , , , , , , , , , , , , , , , , ,	TC02-166

Comes now the staff of the South Dakota Public Utilities Commission (Commission), pursuant to SDCL 49-31-7.1 and moves the Commission to issue an Order to Amend the Order Granting Certificate of Authority to S&S Communications issued by the Commission on December 21, 2000 in Docket TC00-114 and amended by the Commission on March 20, 2003, in its Order Granting Amended Certificate of Authority in this Docket, to specify with particularity the financial, customer, bonding (and/or other secuity) and other information as set forth in this Motion and enumerated below. In support of this Motion staff states as follows:

BACKGROUND

On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to conditions, one of which stated:

3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause. At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission. On March 20, 2003, the Commission issued an Order Granting Amended Certificate of Authority in this Docket to impose these further restrictions.

ARGUMENT IN SUPPORT OF MOTION

- 1. The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3, 49-31-7 and 49-31-7.1 and ARSD 20:10:24:02 and 20:10:24:03.
- 2. iin attempting to analyze the customer information provided by S&S under condition 3. of the original Order Granting COA, staff has determined that customer information alone is not sufficient to determine the necessary bond amount and other compliance issues. Given the very significant amount of customer pre-payments accumulated by S&S, it is critical that the Commission be provided thorough and accurate information from S&S that will enable the staff to determine the exposure of S&S's customers in the event S&S encounters financial problems.

- 3. SDCL 49-31-7 provides:
 - 49-31-7. Improvement of business and equipment -- Notice to company from commission. In addition to the regulatory powers and duties provided by chapters 49-1 to 49-13, inclusive, and this chapter, the commission may conduct any investigations that are necessary to protect the public interest. The commission may order such changes or improvements in telecommunications facilities, exchanges or networks as necessary for the improvement of telecommunications service and the convenience of the public. If, in the judgment of the commission, any repair upon telecommunications facilities, a change in its rates, a change in the mode of operating telecommunications facilities or conducting telecommunications company business is necessary, reasonable and expedient in order to promote the safety, convenience and accommodation of the public, the commission shall notify the telecommunications company immediately, and such telecommunications company shall change the mode of operating its facilities or conducting its business, or repair, renew or replace such facilities in such manner, of such material and within such time as the commission may order. (emphasis supplied).
- 3. SDCL 49-31-7.1 states, in relevant part, that the Commission has power and the duty to perform, inter alia, the following functions:
 - (1) Examine and inspect the condition of each telecommunications company in this state and of its equipment, and the manner of its conduct and management with reference to the safety, accommodation and convenience of the public;

* * *

- (3) Inquire into the management of the business of all telecommunications companies subject to the provisions of this chapter, and the commission shall keep informed as to the manner and method in which the same is conducted, and may obtain from such telecommunications companies full and complete information necessary to enable it to perform the duties and carry out the objects for which it was created;
- (4) Require annual reports <u>and such special reports</u> which, in the opinion of the commission, are necessary or proper for its information;
- (5) Prescribe the forms of any and all accounts, records and memoranda to be kept by telecommunications companies;
- (6) Inspect all accounts, records and memoranda kept by telecommunications companies and may employ special agents or examiners who have authority, under the order of the commission, to examine any and all accounts, records and memoranda kept by any telecommunications company engaged in interstate commerce;
- (7) Examine any of the books, papers or documents of any such telecommunications company and to examine under oath or otherwise any officer, director, agent or employee of any such telecommunications company. . . . (emphasis added)

SDCL 49-31-7 and 49-31-7.1 provide the Commission sufficient authority to require S&S to provide financial statements as requested by staff. S&S has admitted that the bond and the letter of credit posted by the company do not meet the bonding requirements of the original Order issued

by this Commission in TC00-114. It is staff's position that the information requested below is necessary and proper for the Commission and staff to protect the safety, accommodation and convenience of the public. Pursuant to the original Order issued in TC00-114, S&S is required to submit a financial statement on June 23, 2003. As such, staff hereby Moves the Commission to issue an Order to Amend S&S's Certificate of Authority to require S&S to provide in its reports to the Commission on or before June 21 and December of each year, commencing with June 21, 2003, the following documents, statements and information:

- 1) A list (electronic and hard copy) of all South Dakota Prepaid customers. Each individual customer listing shall include:
- Customer name;
- Customer complete mailing address;
- Customer Telephone number;
- Customer Account number;
- Type of Contract (tariffed service offering);
- Number of contracts;
- Contract start date;
- Contract expiration date;
- Amount received per contract (including tax);
- Total Amount received (including tax);
- Indication if amount was paid in cash or financed though Aberdeen Finance Corporation (AFC) or other source;
- Total (original) customer principal amount financed by AFC:
- Current customer principal amount owed to AFC;
- A letter signed by an AFC officer verifying and concurring the per customer amounts;
- S&S's unearned revenue calculated by dividing the total amount received by the term of the contract and multiplying by the remaining term of the contract;
- Customer principal amount at risk this amount is the difference between the unearned revenue and the current customer AFC principal when the AFC principal is greater than the unearned revenue;
- Calculated bond amount. This amount is the sum of the unearned revenue for all non- AFC financed customers and the customer principal at risk.
- 2) A bond totaling the sum of the individual customers' calculated bond amounts.
- 3) A list (electronic and hard copy) of all South Dakota postpaid customers including:
- Customer name;
- Customer complete mailing address;
- Customer Telephone number;
- Customer Account number;
- Type of service (tariffed service offering).
- 4) Generally Accepted Account Procedure (GAAP) compliant financial statements for S&S Communications/Alterna Cell including a balance sheet, income statement and statement of cash flow for the most recent 12 month period.

Dated this 27 day of May, 2003.

Kelly D. Frazier

Staff Attorney

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)
S&S COMMUNICATIONS/ALTERNA-CELL)
FOR A CERTIFICATE OF AUTHORITY TO)
PROVIDE INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA

ORDER GRANTING MOTION
TO AMEND CERTIFICATE OF
AUTHORITY TO CLARIFY
AND ADD REPORTING
REQUIREMENTS
TC02-166

On July 21, 2000, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S Communications/Alterna-Cell (S&S). S&S' application was docketed as TC00-114.

S&S sought authority to provide interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission approved S&S' application, subject to conditions. On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to the following conditions:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements informing them of the collateral agreement;
- 2. A continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause.

At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission. On March 20, 2003, the Commission issued an order amending the certificate of authority by adding the condition that S&S not offer prepaid services to, or require or accept deposits or advances payments from, South Dakota customers without prior approval of the Commission, and that all conditions contained in the original certificate of authority granted in TC00-114 remain in effect and subject to enforcement by the Commission.

On May 27, 2003, the Commission received from Staff a Motion for Order to Amend Certificate of Authority to Clarify and Add Reporting Requirements. In the Motion, Staff requested that the Commission require S&S to provide in its reports to the Commission on or before June 21 and December of each year, commencing with June 21, 2003, the following documents, statements, and information:

- 1) A list (electronic and hard copy) of all South Dakota Prepaid customers. Each individual customer listing shall include:
- · Customer name:
- Customer complete mailing address;
- Customer Telephone number;
- Customer Account number;
- Type of Contract (tariffed service offering);
- Number of contracts;
- Contract start date;
- Contract expiration date;
- · Amount received per contract (including tax);
- Total Amount received (including tax);
- Indication if amount was paid in cash or financed though [sic] Aberdeen Finance Corporation (AFC) or other source;
- Total (original) customer principal amount financed by AFC;
- · Current customer principal amount owed to AFC;
- A letter signed by an AFC officer verifying and concurring the per customer amounts:
- S&S's uneamed revenue calculated by dividing the total amount received by the term of the contract and multiplying by the remaining term of the contract;
- Customer principal amount at risk this amount is the difference between the unearned revenue and the current customer AFC principal when the AFC principal is greater than the unearned revenue;
- Calculated bond amount. This amount is the sum of the unearned revenue for all non-AFC financed customers and the customer principal at risk.
- 2) A bond totaling the sum of the individual customers' calculated bond amounts.
- 3) A list (electronic and hard copy) of all South Dakota postpaid customers including:
- Customer name;
- · Customer complete mailing address;
- · Customer Telephone number;
- Customer Account number;
- Type of service (tariffed service offering).
- 4) Generally Accepted Account Procedure [sic] (GAAP) compliant financial statements for S&S Communications/Alterna Cell including a balance sheet, income statement and statement of cash flow for the most recent 12 month period.

At its June 3, 2003, meeting, the Commission considered Staff's Motion. The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3, 49-31-7, 49-31-7.1 and ARSD 20:10:24:02 and 20:10:24:03. At the meeting, S&S stated that it did not object to the Commission granting Staff's Motion. The Commission voted to grant the Motion.

The Commission accordingly grants the motion and orders that S&S' Certificate of Authority is amended to include the above-listed requirements.

As the Commission's decision in this matter, it is therefore

ORDERED, that S&S' Certificate of Authority is amended to include the above-listed requirements.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 3rd day of June, 2003. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this 3rd day of June, 2003.

CERTIFICATE OF SERVICE The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon. By: Date: (OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

(by Pw)

s. /1

ROBERT K. SAHR, Chairman

GARY HANSON, Commissioner

JAMES A. BURG, Commissioner

RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION JUN 8 6 2003 OF THE STATE OF SOUTH DAKOTA PUBLIC

IN THE MATTER OF THE APPLICATION OF)	UTILITIES CO
S&S COMMUNICATIONS/ALTERNA-CELL)	MOTION FOR ORDER TO
FOR A CERTIFICATE OF AUTHORITY TO)	SHOW CAUSE AND NOTICE
PROVIDE INTEREXCHANGE)	OF HEARING
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC02-166
)	

Comes now the staff of the South Dakota Public Utilities Commission (Commission), pursuant to ARSD 20:10:24:04:03 and moves the Commission to issue an Order To Show Cause, pursuant to 20:10:01:45, and a Notice Of Hearing, pursuant to ARSD 20:10:24:04:03, in the above-entitled manner. By this Motion staff requests that the Commission, suspend or revoke the Certificate of Authority of S&S Communications. In support of this Motion, staff asserts as follows:

BACKGROUND

On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to conditions, one of which stated:

3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause.

At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission. On March 20, 2003, the Commission issued an Order Granting Amended Certificate of Authority in this Docket to impose these further restrictions.

On May 27, 2003 Staff filed a Motion For Order To Amend Certificate Of Authority To Clarify And Add Reporting Requirements. On June 2, 2003, the Commission voted unanimously to grant Staff's motion and issued an Order granting Staff's Motion.

GROUNDS FOR MOTION

- 1. The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3, 49-31-7 and 49-31-7.1 and ARSD 20:10:24:04:02, 20:10:24:04:03 and 20:10:24:04:04.
- 2. Pursuant to 20:10:01:45 and 20:10:24:04:03, a copy of all previous motions from staff are attached to this Motion and shall be served upon Les Sumption, the holder of the Certificate of Authority of S&S, by certified mail. The purpose of this service shall be to give notice of the facts and conduct which warrant staff's request that the Commission to revoke the Certificate of Authority of S&S Communications. It is Staff's position that all allegations raised by Staff in all previous Motions, which have not otherwise been addressed by S&S, be considered by the Commission. These issues can be found in the attached Motions and include, but are not necessarily limited, to the following:
- 3. Commission Staff alleges that there is probable cause to compel S&S to show cause as to whether its Certificate of Authority should be revoked and whether other appropriate penalties and relief should be ordered based upon the following facts. Staff alleges that S&S, either itself or through one or more agents:
 - a. Sold pre-paid telephone service contracts to and collected prepayments from one or more customers in South Dakota following the effective date of the Commission's order issued on March 20, 2003 prohibiting S&S from offering pre-paid telephone services in South Dakota in violation of such order.
 - b. Failed to make the report and bond upgrade required in the Order in Docket TC00-114 (COA Order) for the December 21, 2001 reporting date.
 - c. Failed on one or more occasions to provide current prepaid customer information in accordance with Order in Docket TC00-114 (COA Order), granting S&S a certificate of authority.
 - d. Provided insufficient information from which the proper bond amount under the COA Order could be calculated.
 - e. Provided inaccurate information regarding the current amount of customer prepayments and amounts financed by Aberdeen Finance Corporation on one or more occasions.
 - f. Failed to provide a bond to effect 100% bond coverage of customer prepayments in excess of the amount covered by the collateral agreement.
 - g. Refused to provide information deemed necessary, and requested of S&S in writing, by Commission Staff to enable the correct determination of the current amount of customer prepayments and resulting bond coverage requirement.
 - h. Engaged in deceptive sales practices by failing to disclose to customers the facts that

S&S was subject to a Commission order prohibiting pre-paid service contracts, that S&S was not in compliance with the 100% bonding requirement of the COA order and that S&S was having financial problems that could result in its not being able to provide the services for which the customer was paying.

i. Failed to maintain financial books and records meeting customary standards of business prudence.

Pursuant to 20:10:01:45 and 20:10:24:04:03, an Affidavit from James Mehlhaff, an analyst for the Consumer Affairs Division of the Commission is attached and will be served via certified mail on Les Sumption. Consistent with the allegations in that Affidavit, staff requests the Commission serve notice that the following issues will be heard by the Commission:

- A. Whether the Certificate of Authority of S&S should be revoked.
- B. Whether fines or penalties should be imposed if S&S is found to have acted in violation of the Commission's March 20, 2003 Order and/or the COA Order.
- C. Whether a Order to Compel should be issued requiring S&S to produce books and records as provided in SDCL 49-31-7.1.
- D. Whether other appropriate relief should be granted by the Commission.

Signed and dated this 6th day of June, 2003.

Kelly D. Frazier

RECEIVED

JUN 0 6 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF S&S COMMUNICATIONS/ALTERNA-CELL FOR A CERTIFICATE OF AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES IN	F) AFFIDAVIT OF J.) MEHLHAFF OF) CONSUMER AFF) DIVISION OF THE	THE AIRS
SOUTH DAKOTA) TC02-166	

James Mehlhaff, after being duly sworn upon his oath, hereby states and disposes as follows:

- 1. My name is James Mehlhaff and I am an employee of the South Dakota Public Utilities in the Consumer Affairs Division.
- 2. Since June 3, 2003 the Consumer Affairs Division of the South Dakota Public Utilities Commission has received more than 40 complaints regarding S&S Communications.
- 3. Amongst those complaints was a call from Legends Seeds, located in De Smet, South Dakota.
- 4. Legends Seeds has provided me a copy of a prepaid telecommunications contract that was signed on April 17, 2003, in the amount of \$11,700.28, which is attached to this Affidavit.
- 5. I have also received documentation for Dakota Premium Hay, located in Meckling, South Dakota, indicating that S&S sold them prepaid telecommunication services on April 29, 2003, in the amount of \$3,360. According to this complaint, S&S cashed the check from Dakota Premium Hay but never provided service. A copy of the contract and letter are attached to this Affidavit.
- 6. To the best of my knowledge S&S has not received or sought any authorization from the Commission or Commission Staff which would permit the company to sell prepaid telecommunication services.

Further affiant sayeth not.

James Mehlaff

South Dakota Public Utilities Commission

On this <u>lo</u> day of <u>June</u>, 2003, came before me, a Notary

Public in and for the State of South Dakota, James Mehlaff, well known to me or having proved his identity by means of sufficient proof, and being duly sworn, executed the foregoing "Affidavit" in my presence.

(SEAL)

Notary Public

Notary Print Name:

TINA DOUGLAS My Commission Expires April 8, 2005

My Commission Expires:



RECEIVED

JUN 0 4 2003

P.O. Box 241 De Smet, South Dakota 5723**\$OUTH DAKOTA PUBLIC** 1-800-678-3346 605-854-3346 www.legendseeds.net**UT**UTTUES COMMISSION

June 3, 2003

Public Utilities Commission Attn: Jim Mehlhaff Capital Building, 1st Floor Pierre, SD 57501

Dear Mr. Mehlhaff,

Enclosed is a copy of the agreement that we had with S & S Communications. We purchased 2 Commercial Plans which were to allow unlimited long distance for a period of 4 years on all of the phone lines listed in the pages attached. We also received 4 (four) sixty minute phone cards that were to be good for 60 minutes per month, which we did not activate before the company filed bankruptcy.

As I said on the phone, we were concerned about the longevity of the plan and received a list of references. I have included the list of references that we were given. We did call at least three of the references and they gave positive reports.

The service was switched from our previous carrier to S & S sometime after May 3, 2003, so we received approximately 30 days of service on the four year contract.

If you have additional questions or need additional information, please contact me.

Sincerely,

Kathy Ellis

Business Manager

S & S Communications

Complete Mobile Telephone and Radio, Sales and Service Call for listings of sites and members in the contract of the contract

Co-Owners: Les Sumption 250-0151 Matt Swearingen 250-0376



125:Railroad Ave E. . Aberdeen, SD 57401 Phone: (605)/225-2806. (605)/225-6650

Date

20--1

Name. Extund Sex16

Address V T . .

City The State SD Zip 3 12

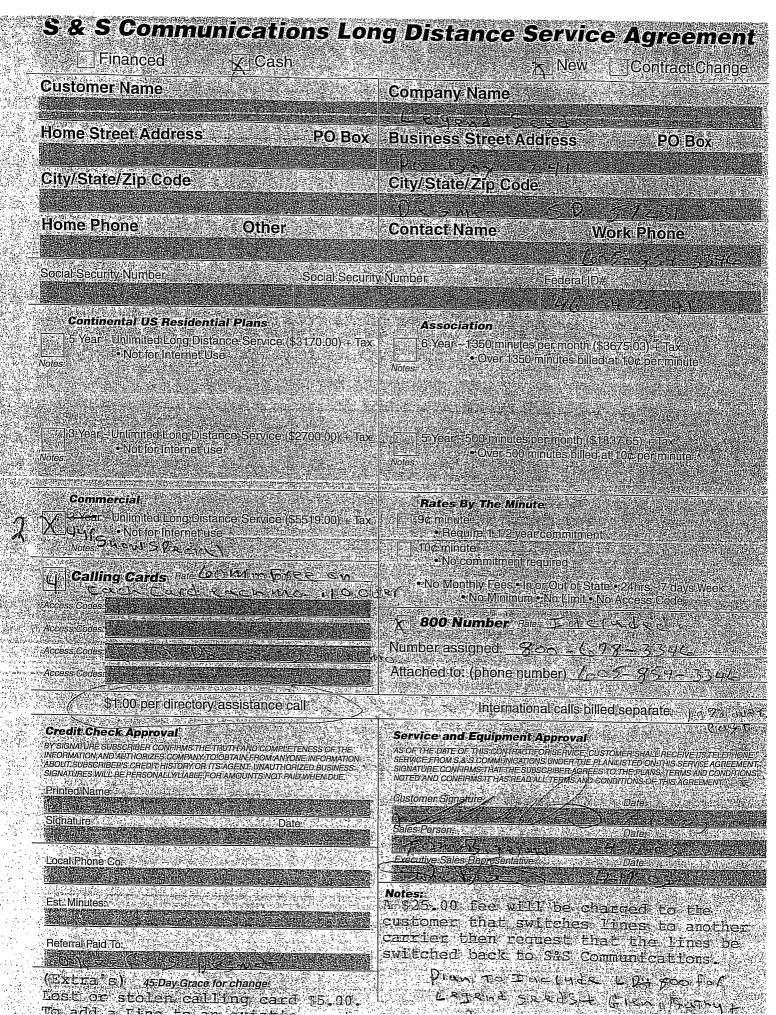
Client No.

P.O. No.

Dept. Tax Code

Salesman 🕏

QUANTITY	DESCRIPTION:	UNITPRICE	AMOUNIT
		本	43.43
			的人的情况是是是一个人的人的人的意思的。
STORY OF THE STORY		And the state of t	是我们的一个人,我们就是一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的
。在1970年,1980年,1970年,1970年,1970年,1970年,1970年,1970年,1970年,1970年,1970年,1970年,1970年,1970年,1970年,1970年,1970年,1970年			
。 [1] [1] [1] [1] [1] [1] [1] [1] [1] [1]	te 5 de Petroc.		
<u> </u>	18.04 RXX 3 V X WG 25	Subtotal S	rots or
Accounts due in 15 days. A finance charge	eiof1:5% per month (18% ANNUAL-RATE) wil		
oc.acced.to all past und accounts.	D. V. Weelly Ed		
THANKYO	DU VERYMUCHI 1 277		<u>lo</u>
			1200 28



g Distance Plans Offered

Residential Plans

3 Year Unlimited Service monthly payments as low as \$107.10

- Averages \$79.78 per month
- Financed 3 yrs. monthly payments \$107.10 including tax
- Cash price is \$2862.00 including tax Program applies to in and out of state US calls . Not for Internet use

5 Year Unlimited Service monthly payments as law as \$102.55

- Averages \$56.17 per month
- Financed 4 yrs. monthly payments \$102.55 including tax
- Cash price is \$3360.20 including tax Program applies to in and out of state US calls Not for Internet use

Commercial Plans

3 Year Unlimited Service monthly payments as law as \$217.78

- Averages \$162.78 per month
- Financed 3 yrs monthly payments \$217.78 including tax
- Cash price is \$5850.14 including tax Program applies to in and out of state US calls . Not for Internet use

Association Plans

5 Year - 500 minutes per month monthly poyments as low as \$59.88

- Averages \$32,80 per month
- Financed 4 yrs. monthly payments \$59.88 including tax
- Cash price is \$1957.91 including tax Program applies to in and out of state US calls.

5 Year - 1350 minutes per month monthly payments as low as \$118.83

- Averages \$65.08 per month
- Financed 4 yrs. monthly payments \$118.83 including tax
- Cash price is \$3895.00 including tax Program applies to in and out of state US calls.

We have a plan that will fit your needs.

Rates By The Minute

9¢ per minute

• 11/2 year commitment required

10¢ per minute

· No commitment required

No Monthly Fee • In and Out of State

- 24 hrs. 7 Days a Week
- No Minimum
 No Limit
 - No Access Code



ANYTHING ELSE IS JUST A GIMMICK.

		_			
:	Legend See	<u> 2 d S</u>	工以	N C .	
Street: City:	Po Bex Zyl	State:	50	Zip: 57231	
				authorizing S & S Communications to switch.	
	,		u aie ai	-	•
~	elephone numbers 용생 33 년년			Regular Telephone numbers (Cont) ()	
(605)	854 3135	Fax			·
(605)	854 3347			()	
(605)	854 - 9948			()	
(605)	854 - 9109			()	
(605)	854 - 9090				
(60)	859 = 9133-			800 numbers (800) 678 3346 Ring to Number for this 800 num	
(32°)	839 - 0560	· · · · · · · · · · · · · · · · · · ·		Ring to Number for this 800 num (65) 854 334 6	ber
(320)	839 - 0561	Fox			
()				800 numbers () N2±d N2W 800	片
()			٠	Ring to Number for this 800 num (605) 分らり	ber
()				,	
()				800 numbers O(Tinvine win	^
()				Ring to Number for this 800 num (うてゅ)を3字 ごらんの	ber
()					
1				800 numbers	
				Ring to Number for this 800 num	ber
1					

Date

Davis Po Box Street: 57231 DRSMRT State: 50 Zip:

Please list all the telephone numbers that you are authorizing S & S Communications to switch. Regular Telephone numbers Regular Telephone numbers (Cont) 6051 854 -- 3349 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number

I authorize S & S Communications to switch telephone line(s) listed above. I will not hold S & S Communications responsible for any line not listed on this form that does not get switched.

City:

service and the contract of th

Dave - Argel Socenson State: <u>SD</u> Zip: <u>57331</u> Street: City: Please list all the telephone numbers that you are authorizing S & S Communications to switch. Regular Telephone numbers (Cont) Regular Telephone numbers (1605) 854 - 3683 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number I authorize S & S Communications to switch telephone line(s) listed above. I will not hold S & S Communications responsible for any line not listed on this form that does not get switched. Signed Date

All wwithing botto

Dakota Premium Hay

Dakota Premium Hay, LLC 45568 313th St Meckling, SD 57044

Phone: 605-624-6100 Fax: 605-624-6060

Fax Cover Sheet

Send to:	From:
Public Utilities Commission	Brandon Peterson
Attention:	Office location:
Pam Bonrud	Meckling, SD 57044
Office location:	Date:
Pierre, SD	6-6-03
Fax number	Phone number:
605-773-3805	605-624-6106
URGENT REPLY ASAP PLEASE COMM	ENT PLEASE REVIEW FOR YOUR INFORMATION
TOTAL PAGES, INCLUDING COVER:	4 Pages
Comments:	
We would appreciate you concerning this me	any feedback from a Her.
	• • • • • • • • • • • • • • • • • • •



TO: Public Utilities Commission Capital Building, 1st floor 500 East Capital Avenue Pierre, SD 57501-5070

FROM: Brandon Peterson, General Manager

Dakota Premium Hay LLC 45568 313th St

Meckling, SD 57044

Clay County

Phone: 605-624-6100

Complaint Information:

Dakota Premium Hay LLC signed a 6 yr Communication Long Distance Service Agreement with S&S Communications, 125 Railroad Ave SE, Aberdeen, SD 57401. As of 6-6-03, we have not received any long distance service from them and have since learned that they have filed for bankruptcy. Dakota Premium Hay LLC signed the agreement on 4-29-03, paid them on 4-30-03 and the check went through the bank on 5-7-03. Dakota Premium Hay LLC feels that Paul Miller, Sales Manager for S&S Communications, fraudulently sold the agreement to Dakota Premium Hay LLC for \$3,360.00, knowing that S&S Communications could not provide us with long distance service.

We called S&S Communication on 6-6-03, but could only get an individual who was there just to answer the phone. We left a message for S&S Communication to call us back.

We want our money back from S&S Communications since we have not received any long distance service as agreed upon in our S&S Communications Long Distance Service Agreement.

We will be faxing this complaint to you with additional information.

Sincerely,

Brandon Perterson, Gen Mgr



PO Box 66 • Canton, South Dakota 57013 Telephone: 605.764.6905 • Fax: 605.764.6906 • www.sdapv.com

Paul Miller , Phone	2 COS-225-2806
S & S Communic Long	g Distance Service Agreement
125 Railroad Ave. S.E. Al	perleen SD 57401 Mew Contract Change
Customer Name	Company Name
。 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
一、一部門、4557-254200000000000000000000000000000000000	Business Street Address PO Box 項票是接触的工作。
City/State/Zip Code	型理理的機能可能影響與研究性理解的影響的可能與可能與可能的可能的。 City/State/Zip Code
電子は製造機能を設定しません。 またい マール・アール・アール・アール・アール・アール・アール・アール・アール・アール・ア	
Home Phone Other	Contact Name Work Phone
。 「一個」 「一個 「一一 「一一 「一一 「一一 「一一 「一一 「一一	
Social Security Number Social Security Social Security	Number Federal ID#
Continental US Residential Plans	Association
\$ Year - Unlimited Long Distance Service (\$3170.00) Not for Internet use	6 Year - 1350 minutes per month (\$3675.03) Cover 1350 minutes billed at 10¢ per minute
Notes: %	Notes:
3 Year - Unlimited Long Distance Service (\$2700.00)	5 Year - 500 minutes per month (\$1837.65) Over 500 minutes billed at 10¢ per minute
Notes: Not for Internet use	Notes:
Commercial	Rates By The Minute
3 Year - Unlimited Long Distance Service (\$5519.00)	9¢ minute - Require 1 1/2 year commitment
Not for Internet use Notes:	10¢ minute
Calling Cards Rate: Dup	 No commitment required No Monthly Fees ● In or Out of State ● 24hrs - 7days Week
Access Codes: 国际设施的设施,通过设施的设施。	No Minimum No Limit No Access Code
Access Codes:	800 Number Hate: WATER TO BE GREEN
Access Codes: 以上,这个是一个是一个是一个是一个是一个是一个是一个是一个是一个是一个是一个是一个是一个	Number assigned: Attached to: (phone number)
Access Codes: 第二次 See See See See See See See See See Se	
Leased Financed	☐ Cash ☐ Charge
Credit Check Approval BY SIGNATURE SUBSCRIBER CONFIRMS THE TRUTH AND COMPLETENESS OF THE INFORMATION AND AUTHORIZES COMPANY TO OBTAIN FROM ANYONE INFORMATION	Service and Equipment Approval AS OF THE DATE OF THIS CONTRACT FOR SERVICE, CUSTOMER SHALL RECEIVE ITS TELEPHONE SERVICE FROM S & S COMMUNICATIONS UNDER THE PLAN LISTED ON THIS SERVICE AGREEMENT.
ABOUT SUBSCRIBER'S CREDIT HISTORY OR ITS AGENT. UNAUTHORIZED BUSINESS SIGNATURES WILL BE PERSONALLY LIABLE FOR AMOUNTS NOT PAID WHEN DUE.	SIGNATURE CONFIRMS THAT THE SUBSCRIBER AGREES TO THE PLANS, TERMS AND CONDITIONS NOTED AND CONFIRMS IT HAS READ ALL TERMS AND CONDITIONS OF THIS AGREEMENT.
Printed Name	Customer Signature Date
Signature Date	Sales Person 1 Date
Local Phone Co.	理學的人類的意思的人類是一個人的人類的人類的人類的人類的人類的人類的人類的人類的人類的人類的人類的人類的人類
· · · · · · · · · · · · · · · · · · ·	機構眼期機能與機能發展的。 Notes:
Est. Minutes:	alling for shorontional with
Referral Paid To:	
	45 de much for I delike sout Colonell
45 Day Grace for change over	

RECEIVED

JUN 1 1 2003

UTILITIES COMMISSION

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA SO

SOUTH DAKOTA PUBLIC

IN THE MATTER OF THE APPLICATION OF)	
S&S COMMUNICATIONS/ALTERNA-CELL)	SUPPLEMENT TO MOTION
FOR A CERTIFICATE OF AUTHORITY TO)	FOR ORDER TO SHOW
PROVIDE INTEREXCHANGE)	CAUSE AND NOTICE OF
TELECOMMUNICATIONS SERVICES IN)	HEARING
SOUTH DAKOTA)	
)	TC02-166

On June 6, 2003, the Staff of the South Dakota Public Utilities Commission (Commission) filed a Motion For Order To Show Cause And Notice Of Hearing in the above entitled matter. Pursuant to ARSD 20:10:24:04:03, Staff submits the following Supplemental Motion in support of Staff's request that the Commission issue an Order To Show Cause, pursuant to 20:10:01:45, and a Notice Of Hearing, pursuant to ARSD 20:10:24:04:03. By this Motion, Staff requests that the Commission consider the following issues in addition to those raised by Staff in the original Motion:

BACKGROUND

The background of this case is well known by the Commission and was stated in the original Motion filed by Staff on June 6, 2003. Staff hereby references and incorporates by reference the background information provided in that Motion. Since the time of that Motion, Staff has discovered that some S&S customers have been unable to get their "800" numbers released as they attempt to find a new long distance provider.

GROUNDS FOR MOTION

- 1. The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3, 49-31-7 and 49-31-7.1 and ARSD 20:10:24:04:02, 20:10:24:04:03 and 20:10:24:04:04.
- 2. Pursuant to 20:10:01:45 and 20:10:24:04:03, a copy of the previous Motion from Staff was sent to counsel for Les Sumption, the holder of the Certificate Of Authority of S&S, by certified mail. By rule this Motion shall be served in the same manner. The purpose of this service shall be to give notice of the facts and conduct which warrant Staff's request that the Commission revoke the Certificate Of Authority of S&S Communications. It is Staff's position that all allegations raised by Staff in all previous Motions, which have not otherwise been addressed by S&S, be considered by the Commission.
- 3. Commission Staff alleges that there is probable cause to compel S&S to show cause as to whether its Certificate Of Authority should not be revoked and whether other appropriate penalties and relief should be ordered. Staff requests that the Commission consider the following actions, in addition to those requested by Staff in the June 6, 2003 Motion:
 - a. If the Commission revokes the Certificate Of Authority, Staff requests that the Commission construct the Order to prohibit Les Sumption or Matt Swearingen ever possessing any authority to provide any telecommunication services in this state. It is Staff's position that Les Sumption and

Matt Swearingen acted in violation of ARSD 20:10:24:04:02 in that they:

- (1) Failed to maintain accounts and records as required by the commission;
- (2) Failed to file with the commission all financial and other reports that the commission required, in a form and at such times as the commission designated;
- (3) Failed to maintain on file with the commission all current tariffs and rates;
- (4) Failed to cooperate with commission investigations or inquiries regarding customer complaints; and
- (5) As officers or agents of a telecommunications company, furnished or made misleading or false statements or reports by, including those made by its legal counsel, to the commission.

Consistent with the provisions of ARSD 20:10:24:04:05, if the commission revokes the Certificate Of Authority, the named holder of the Certificate Of Authority may not reapply for a Certificate Of Authority for at least one year after the date of revocation, unless the commission determines that other action is more appropriate. It is Staff's position that "other action is more appropriate" in this instance. Staff requests that Les Sumption and Matt Swearingen, as holders of the Certificate Of Authority under the name of S&S Communications, Alterna-Cell, and RealTel, never again be permitted to hold a Certificate Of Authority in the state of South Dakota, either individually or as a member, partner or in conjunction with any group or entity. Based on the pattern of conduct and apparent contempt for the authority of this Commission, Staff here argues that both Les Sumption and Matt Swearingen have demonstrated that they are unfit to hold such authority from this Commission and as such should be banned from providing telecommunication services from this Commission for life, or until such time as the Commission may deem appropriate.

- b. Staff requests that the Commission take action to proceed against the \$75,000 bond of S&S Communications, issued by Star Insurance Company. ARSD 20:10:24:04.05 states that, "in the public interest, the commission may require an applicant, as a condition precedent to granting a Certificate Of Authority, to file with the commission a bond for an amount and a duration as the commission may require. The bond shall be filed with the commission and shall be for the benefit of a customer of the applicant." S&S, under the TC00-114 Order, was required to "update its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement (of Aberdeen Finance Corporation)." It is Staff's position that the failure of S&S to provide telecommunication services is sufficient for the Commission to pursue the bond. The bond, by its very language, states that Star Insurance Company binds itself unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota, as Obligee, in the amount of \$75,000. A copy of indemnity bond number SA3162690 is attached to this Motion. ARSD 20:10:24:04.05 is silent as to the Commission's notice requirement to the surety in this matter. Staff shall provide notice consistent with the notice requirements utilized by the Commission in event of grain dealer and warehousemen insolvency (SDCL 49-49-43-5.8 & 49-45-18).
- c. Staff requests that the Commission take action to proceed against the \$125,000 Standby Letter Of Credit (LOC) issued by Aberdeen Finance Corporation (AFC). The LOC, by its very language, states that the following must be presented as a requirement of this credit:

"...Beneficiary's affidavit executed by authorized member of the South Dakota Public Utilities Commission certifying that claim(s) have been presented by South Dakota Consumers against S&S Communications for not providing long distance services....The original letter of credit must accompany the beneficiary's affidavit listed above as a requirement of this credit"

The original letter from Tim G. Rich of AFC is attached to this Motion. In that letter Mr. Rich stated, "...in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements."

Staff here asserts that S&S has failed in its contractual obligations to provide long distance service and that such claims have been presented to the Commission. ARSD 20:10:24:04.05 is silent as to the Commission's notice requirement to the surety in this matter. Staff shall provide notice consistent with the notice requirements utilized by the Commission in event of grain dealer and warehouseman insolvency (SDCL 49-49-43-5.8 & 49-45-18).

- d. Staff requests that the Commission take receivership of the bond and letter of credit as requested in paragraphs (b) and (c) above. Our rules and statutes do not provide specific procedural guidelines for taking action against the bond or letter of credit of a telecommunications company. Staff would recommend that the Commission take action consistent with the procedure outlined in our statutes regarding the insolvency of a grain dealer or warehouseman (SDCL 49-43-5.6 & 49-45-16) and as provided for in SDCL 21-21. Staff would also recommend that the Commission open a separate docket for the purposes of receiving formal complaints regarding a loss of service from S&S and potential claims against the bond and letter of credit. The current docket on S&S includes material which has been filed as confidential by S&S. Staff believes that it would be less of an administrative burden to open a new docket for consideration of issues involving the bond, LOC and all pending complaints as opposed to having all matters considered under one docket with portions being redacted.
- e. Staff requests that the Commission issue an Order compelling S&S to release the 800 number of any and all customers so requesting so that they may maintain those numbers as they seek service from other providers.

Staff hereby requests that if the Commission grants Staff's Motion For Order To Show Cause And Notice Of Hearing, that the Commission provide notice to S&S Communications that these issues, as well as issues addressed in the original Motion, will be addressed at that time.

Signed and dated this 11th day of June, 2003.

Kelly D. Frazier

STAR INSURANCE COMPANY POWER OF ATTORNEY

(Void unless numbered in felt

KNOW ALE MEN BY THESE PRESENTS, THAT STAR INSURANCE COMPANY has made constituted and appointed, and by these presents does make, constitute and appoint

MICHAEL D. LAPRE * SANDRA LENZ OF SCOTTSDALE, ARIZONA

6 its true and lawful Attorney-in-Fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to:

ALL OBLIGEES

THE COLLACION OF CONTROL OF SUPERSHIP executed under this authority shall exceed in amount the sum of

TWO HUNDRED FIFTY THOUSAND (\$250,000) DOLLARS.

This Power of Attorney is granted and signed and sealed by facsimile under and by the authority of the following Reseaution adopted by the Board of Directors of the Company on the 7th day of January, 1993

TRESOLMED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President, or a Senior Vice President of the Company be and that each or any of them is, authorized to execute Powers of Attorney to execute and that each or any of them is, authorized to execute Powers of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of surretyship; and that an Assistant Vice Resident, a Secretary or an Assistant Secretary be, and that each of any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing but facsimile signatures or facsimile seal shall be walld and on high grown the company when so affixed and in the future with respect to any bond, undertaking or institutional of similar mature to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senjor Vice Presidents and attested by the Secretary this 1st day of November, 2000:

Aftest:

STATE OF MIGHIGAN.

COUNTY OF OAKLAND

STARINSURANCE COMPANY

Southfield

On this 14th day of November, 2000, before me personally came Joseph C. Henry, to merknown, who being by me duly swom, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY the comporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument, is such corporate seal; that it was so affixed

Acting in Oakland Count

My Commission Expires May 15, 2004

the undersigned, Secretary of STAR INSURANCE COMPANY a MICHIGAN comporation, DO HEREBY CERTIFY that the foregoing and aftached Power of Attomey remains in full force and has not been revoked; and furthermore that the Resolution of the forth in the said Power of Attorney is now in force.

Signed and sealed at the city of Southfield, in the State of Michigan: Dated the 3971 day of

by order of the Board of Directors of said corporation and that he signed his name thereto by like order

THIS DOCUMENT ISNOT VALID UNLESS PRINTED ON GREY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THIS DOCUMENT IS NOT VALID DISEASE FROM THE DAGK-OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK HOLD
THE URPER RIGHT HAND CORNER. THE BACK-OF THIS DOCUMENTS YOU AT ANANGLE TO VIEW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, YOU TARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 12800-394-7806.



GEO. M. RICH

President

TIM RICH

Vice President

Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982



MARK A, KRAGE Loan Officer KATHLEEN GETTY Agency Manager

IRREVOCABLE STANDBY LETTER OF CREDIT

Opener's Reference No: SS01

BY THE ORDER OF ABERDEEN FINANCE CORPORATION

We hereby issue in favor of the South Dakota Public Utilities Commission our irrevocable credit for the aggregate amount not to exceed \$125,000.00 payable by your draft at sight on the Aberdeen Finance Corporation effective September 12, 2002 with an expiration of September 12, 2004.

Funds under this credit are available against your draft(s) mentioning our credit number as it appears above

The below mentioned documents must be presented at sight in accordance with the terms and conditions of this letter of credit:

 Beneficiary's affidavit executed by authorized member of the South Dakota Public Utilities Commission certifying that claim(s) have been presented by South Dakota Consumers against S & S Communications for not providing long distance services.

We engage with you that drafts drawn under and in conformity with the terms and conditions of this credit will be duly honored on presentation if presented to us at the address above. The original letter of credit must accompany the beneficiary's affidavit listed above as a requirement of this credit.

This credit is subject to the Uniform Customs and Practices for Documentary Credits, 1993 Revision – Public Number 500.

100,000,

Tim Rich, Vice President Aberdeen Finance Corporation



Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982

MARK A KRACE

' Independeni Insurance

President TIM RICH Vice President

GEO. M. RICH

December 8, 2000

Loan Officer
KATHLEEN GETTY
Agency Manager

Mr. Keith Senger South Dakota Public Utilities Commission State Capitol Building 500 E. Capitol Avenue Pierre, SD 57501-5070

DEC 1 1 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re: S&S Communications

Dear Mr. Senger:

This letter is to confirm the agreement between S&S Communications and the Aberdeen Finance Corporation concerning the treatment of prepaid customers of S&S. In connection with addressing issues raised by you in connection with S&S's application to the South Dakota PUC, S&S obtained professional appraisals of its wireless system assets, including numberous wireless licenses, which it has offered to provide as collateral to the Aberdeen Finance Corporation. The amount of collateral S&S will be providing to the Aberdeen Finance Corporation has an estimated market value in excess of \$2.5 million. In exchange, the Aberdeen Finance Corporation has agreed that in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements. This agreement would not in any way relieve S&S's customers from paying for services they receive from S&S or otherwise affect their obligations to the Aberdeen Finance Corporation under their financing agreements with us. The approximate amount of finance contracts: currently held by the Aberdeen Finance Corporation for S&S customers if \$603,000.

Yours truly,

ABERDEEN FINANCE CORPORATION

Βy

Tim G. Rich Vice President

TGR/rm

6853	(Domestic Mail C	O MAIL™ RE(Only; No Insurance (Coverage Provided)
7	For delivery inform	ation visit our website	
T.	Q F	ICIAL	USE
ιζ	Postage	\$	to the state of th
000	Certified Fee		
	Return Reciept Fee (Endorsement Required)		Postmark Here
2030	Restricted Delivery Fee (Endorsement Required)		
	Total Postage & Fees	\$	
7002	Sent To Street, Apt. No.; or PO Box No. City, State 21644 PS Form \$800, June 2002	es Sump Roulisade Len SD 5	teon SAS ENC SE 7401 See Reverse for Instructions

if	Complete items 1, 2, and 3. All tem 4 if Restricted Delivery is print your name and address on that we can return the card attach this card to the back of or on the front if space permits which article Addressed to: Attach Addressed to: A LOMM A S Paulo Addressed to: A S Paulo Addressed to:	so complete desired. on the reverse to you. the mailpiece, s.	A. Signature X B. Received by (Printed Name) D. Is delivery address different from item If YES, enter delivery address below 3. Service Type Gertified Mail	Agent Addre C. Date of Del A-/ 7 -0-2 17 Yes : No
	Article Number Transfer from service label)	2-5005	930 0004 5245 6853	
PS	Form 3811, August 2001	Domestic R	eturn Receipt	102595-02-
7. 14. 54.		CONTRACTOR OF THE PARTY.		

	U.S. Postal S	Service™	
1 5	CERNES	D MAIL _{TM} REC	PER
L945	(Domestic Mail O	nly; No Insurance C	overage Provided)
		ation visit our website	
5	The End Car		
П	Postage	\$	
000	Certified Fee		· .
	Return Reciept Fee (Endorsement Required)		Postmark .Here
2030	Restricted Delivery Fee (Endorsement Required)		
	Total Postage & Fees	\$_	
7002	Sept A. And Mod Street, Apt. No.; or PO Box No. / 2 C City, State, ZIP,47	L Swear	ingen SAS auc SE 57401
	PS Form 3800, June 200	2	See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Au. Math Sullamyan A Comm A Com	A. Signature X B. Received by (Printed Name) C. Date of Delivery 6 /7 - 0 7 D. Is delivery address different from item 17 If YES, enter delivery address below:
abriller, 101	3. Service Type Certified Mail Registered Results Fig. 1. Return Receipt for Merchandise C.O.D.
	4. Restricted Delivery? (Extra Fee)
2. Article Number 7002 2	030,0004 5245 6945
PS Form 3811, August 2001 Domestic Re	turn Receipt 102595-02-M-1540

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S)	ORDER GRANTING MOTION
COM	MUNICA	TIONS/ALTE	RNA-C	ELL'S)	FOR CORRECTION OF
COMF	PLIANCE V	WITH COMMIS	SION OF	RDER)	CLERICAL ERRORS
)	
)	TC02-166

On June 11, 2003, the Public Utilities Commission (Commission) received a Motion for Correction of Clerical Errors on June 3, 2003 Order from Commission Staff. The Motion stated that two clerical errors were contained in the Order Granting Motion to Amend Certificate of Authority to Clarify and Add Reporting Requirements, dated June 3, 2003. In the Commission's Order, the Commission quoted from Staff's Motion for Order to Amend Certificate of Authority to Clarify and Add Reporting Requirements. By quoting from Staff's Motion, the Commission quoted the errors contained in Staff's Motion. Granting of this motion will, in effect, correct errors made by Staff in its Motion to Amend and which had, in part, been noted within the Commission's Order Granting the Motion to Amend.

At its June 13, 2003, ad hoc meeting, the Commission considered the Motion. The Commission voted to grant the Motion. Thus, on page 2, paragraph 1, second sentence, the number "21" is inserted after "December" and on page 2, in the paragraph numbered 4, the words "Generally Accepted Account Procedure [sic]" are changed to "Generally Accepted Accounting Principles. . . ."

It is therefore

ORDERED, that the changes referenced above are made to the Order Granting Motion to Amend Certificate of Authority to Clarify and Add Reporting Requirements, dated June 3, 2003.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

Bv.

Date:

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

ROBERT K SAHR Chairman

GÁRYHANSON, Commissioner

MÉS A. BURG, Commissioner

THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA-CELL'S COMPLIANCE WITH COMMISSION ORDER TC02-166

Transcript of Proceedings June 13, 2003



BEFORE THE PUBLIC UTILITIES COMMISSION,
ROBERT SAHR, CHAIRMAN
GARY HANSON, VICE CHAIRMAN (by telephone)
JIM BURG, COMMISSIONER (by telephone)

COMMISSION STAFF

Rolayne Ailts Wiest
John J. Smith (by telephone)
Kelly Frazier
Jim Mehlhaff
Greg Rislov
Harlan Best
Keith Senger
Dave Jacobson
Michele Farris
Tina Douglas
Bonnie Bjork

Heather Forney

RECEIVED

JUN 2 3 2003

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

APPEARANCES (by telephone)

JON FRANKEL, S&S COMMUNICATIONS/ALTERNA-CELL

Reported By Cheri McComsey Wittler, RPR



1	APPEARANCES BY TELEPHONE
2	Troy Clavel, 1st Financial Bank Gwen Farassat, 1st Financial Bank
	Associated Press
3	Pat Mastel, PrairieWave Telecommunications, Inc. Lonnie Nichels, City News
4	Joe Schuele, Martin Group
5	Scott Waltman, Aberdeen American News Jon Frankel, S&S Communications/Alterna-Cell
	George Stranbell, Golden West Telecommunications
6	Harry Rosenthal, Public Utilities Commission
7	Brandon Peterson, Dakota Premium Hay
·	
8	
9	TRANSCRIPT OF PROCEEDINGS, held in the
10	above-entitled matter, at the South Dakota State
11	Capitol, Room 412, 500 East Capitol Avenue, Pierre,
12	South Dakota, on the 13th day of June 2003, commencing
13	at 9:30 a.m.
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

CHAIRMAN SAHR: Good morning. This is the time and the place for the ad hoc Commission meeting of the South Dakota Public Utilities

Commission in TC02-166, In the Matter of S&S

Communications/Alterna-Cell's Compliance with

Commission Order.

And today the issue before the Commission is shall the Commission grant staff's motion and supplement to motion for an order to show cause and notice of hearing, and shall the Commission grant staff's motion for correction of clerical errors on June 3, 2003 order, and shall the Commission authorize staff to proceed to attempt to take the bond and the letter of credit into receivership, and is it the Commission's decision that the nonrecourse provisions of the collateral agreement with Aberdeen Finance Corporation can now take effect?

And what we'll do is we'll call the roll of the people on the conference lines. And I'm going to start with Troy Clavel, is it?

MR. CLAVEL: Correct. Also with me is Gwen Farassat.

MR. SAHR: Thank you. Do you need the spelling of any of those names?

1	Gwen, could you please spell your name?
2	MS. FARASSAT: Yeah. It's Gwen.
3	G-W-E-N the first name. Farassat, F-A-R-A-S-S-A-T.
4	COMMISSIONER BURG: Who do they
5	represent?
6	MS. FARASSAT: 1st Financial Bank.
7	CHAIRMAN SAHR: Next I have on the
8	list is Pat Mastel.
9	MR. MASTEL: Present.
10	MR. SAHR: Shelly Kohane.
11	NICHELS: Lonnie Nichels, City News.
12	CHAIRMAN SAHR: Joe Schuele.
13	MR. SCHUELE: Yes, I'm here,
14	Mr. Chairman.
15	CHAIRMAN SAHR: Thank you.
16	Scott Waltman.
17	MR. WALTMAN: Yes, I'm here.
18	CHAIRMAN SAHR: Les Sumption.
19	MR. FRANKEL: Les is not present.
20	This is Jon Frankel, counsel for S&S. I'm present
21	here on behalf of Les.
22	CHAIRMAN SAHR: Thank you,
23	Mr. Frankel. And where are you calling in from?
24	MR. FRANKEL: From Washington, D.C.
25	I'm with Swidler, Berlin in Washington, D.C. and

1	the last name is F-R-A-N-K-E-L.
2	CHAIRMAN SAHR: Thank you very much.
3	MR. FRANKEL: You're welcome.
4	CHAIRMAN SAHR: George Stranbell.
5	MR. STRANBELL: Yes. With
6	Golden West Telecom.
7	CHAIRMAN SAHR: Thank you.
8	Commissioner Gary Hanson.
9	VICE CHAIR HANSON: Yes. Here.
10	CHAIRMAN SAHR: John Smith, attorney
11	for the PUC.
12	MR. SMITH: I'm on.
13	CHAIRMAN SAHR: Harry Rosenthal.
14	MR. ROSENTHAL: Present, Chairman.
15	CHAIRMAN SAHR: Brandon Peterson.
16	MR. PETERSON: Present.
17	CHAIRMAN SAHR: Jim Burg.
18	COMMISSIONER BURG: Yes, I'm on.
19	CHAIRMAN SAHR: And is there anyone
20	else on the line whose name hasn't been called?
21	All right. My name is Bob Sahr and I am the
22	Chairman of the South Dakota Public Utilities
23	Commission, and here in Pierre and present on the
24	phone line are Vice Chairman Gary Hanson and
25	Commissioner Jim Burg.

And we will go ahead and start the ad hoc meeting and begin with the staff presentation of their motions relating to this case.

MR. FRAZIER: Thank you,

Commissioner. Kelly Frazier on behalf of staff.

On September 27, 2002 the Commission received a motion from staff requesting that the Commission issue an order to show cause as to why S&S should not be found in violation of the order granting a Certificate of Authority originally issued in TC00-114.

Mr. Senger will be answering any general time lines questions as he's been involved in this matter since S&S's inception here. I will address the legal issues before the Commission today, which are many, the most flagrant of which is that staff has reason to believe that S&S has sold prepaid telecommunications services in direct and flagrant disregard of this Commission's order.

On March 20 staff and S&S came before the Commission with an agreement which staff was led to believe would begin to address S&S's bond disparity. Since that meeting, as the Commission is aware, S&S's financing suffered what would appear to be essentially a catastrophic failure.

-

His main underlying carrier shut him off and hundreds of people both in and out of South Dakota lost their phone service. Obviously at that point our office was flooded with complaints.

Amongst those complaints were people who alleged they had purchased prepaid services recently and had either lost or never had services. These contracts were voluntarily submitted to the Commission.

One consumer complained that S&S took over \$11,000 from them, and now they don't have phone service. A copy of that contract has been provided with the affidavit of James Mehlhaff. I do not believe this consumer is alone, and this is the exact type of harm that S&S promised would not happen.

It is staff's position that this evidence alone if we are granted revocation hearing is sufficient for this Commission to revoke his Certificate of Authority. As the legal basis for this action ARSD 20:10:24:04:02 states that, "The failure of any provider of interexchange services to comply with applicable requirements set forth in this chapter or other terms and conditions imposed on its certification by the Commission or

applicable rules or laws or for other good cause may result in the suspension or the revocation of the Certificate of Authority to provide interexchange service."

Staff's position is that good cause exists in that S&S has at a very minimum failed to main accounts and records as required by the Commission, failed to file with the Commission all financial and other reports that the Commission required in a form and at such times as the Commission designated, failed to cooperate with Commission investigation or inquiries regarding consumer complaints, and furnished or made misleading or false statements or records to the Commission.

In addition staff argues S&S sold prepaid service contracts to and collected prepayments from one or more South Dakota consumers since the order was issued forbidding them doing so, that they failed to report and bond upgrade as required by the TC00-114 order, failed on one more occasion to provide current prepaid consumer information, provided insufficient and inaccurate information regarding the current amount of consumer prepayments and amounts financed by the Aberdeen Finance Corporation, failed to provide a bond to

affect 100 percent bond coverage for customer prepayments, engaged in deceptive sales practices by failing to disclose to customers the fact that S&S was subject to a Commission order prohibiting prepaid service contracts and that S&S was not in compliance with the 100 percent bonding requirement by their own admission and that S&S was having financial problems which could result in a lack of service or their failure to provide it, and failed to maintain books, records, and just meeting the customary standards of business prudence.

As a result of this, we requested the Commission schedule a hearing on these issues. A, whether the Certificate of Authority should be revoked, whether fines and penalties should be imposed, whether an order to compel should be issued requiring S&S to produce books, records as provided in 49-31-7.1 and any other appropriate relief the Commission may deem appropriate essentially.

Finally consistent with the provisions of

ARSD 20:10:24:04:05, if this Commission revokes the

Certificate of Authority, the named holder of that

COA may not reapply for at least one year from the

date of revocation or unless the Commission

determines that other action is more appropriate.

It is staff's position Les Sumption and
Matt Swearingen have exhibited utter contempt for
the jurisdiction of this Commission, and as such
are unfit to hold the Certificate of Authority.
Staff would request that they be barred from ever
holding such certification again, either
individually or as members of a partnership,
corporation, or any other group or entity.

In addition, staff would request that the Commission issue an order permitting staff to take action against the bond and the letter of credit. The current bond is \$75,000. Staff is going to take the position similar to proceedings that we've used in warehouse and grain dealer bonds scenarios and argue that a claim which arose during a preexisting bond period is sufficient to move against the bond which was in effect at that time.

The best case scenario is that staff could pursue not only its \$75,000 bond effective from 2001 to 2002 but a prorated portion of that bond in effect from 2002 to current date. Staff could also pursue a \$50,000 bond and \$75,000 bond previously issued by Allied Insurance. These amounts would be in addition to the \$125,000 letter of credit issued

by the AFC, the Aberdeen Finance Corporation.

Even if staff is successful, there's a likelihood that the claims could exceed these bonding amounts. We request that the Commission issue an order permitting staff to take action against a letter of credit if issued by AFC. And we request that the Commission issue a finding that the events triggering the automatic nonrecovery agreement with Aberdeen Finance -- a statement indicating those events have occurred, which would prevent AFC from seeking recovery against South Dakota citizens for S&S services. Thank you.

CHAIRMAN SAHR: Thank you.

Mr. Senger, would you please provide a -- the historical perspective on the issue before us today.

MR. SENGER: Yes, I will. On

June 24 of 2000 S&S Communications/Alterna-Cell

files an application for a Certificate of Authority
to provide interexchange telecommunication services
in South Dakota.

On August 31 of 2000 S&S Communications

provides a letter to the Commission indicating that

it was providing interexchange telecommunication

services to over 360 South Dakota customers prior

to becoming certified. 270 of these customers were prepaid customers in which S&S at the time was claiming they were holding over \$700,000 in prepayments.

On September 8 of 2000 S&S Communications submits an Allied Insurance indemnity bond for \$50,000. On December 8 S&S submitted a collateral agreement between Aberdeen Finance Corporation and S&S Communication. This letter indicates that Aberdeen Finance Corporation currently financed contracts worth over \$630,000. That letter is attached to the motion.

On December 21 of 2001 the Commission issued an order granting S&S's authority to provide interexchange telecommunications services subject to, "S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100 percent coverage of the prepaid amounts not covered under the collateral agreement."

On June 22 of 2001 S&S submitted its first customer information filing, a letter from Aberdeen Finance Corporation indicating the updated amount of collateral and the updated Allied Insurance indemnity bond for \$75,000.

On September 25 of 2001 the Commission receives an Allied Insurance -- receives notice that the Allied Insurance indemnity bond was being cancelled as of October 30, 2001. The letter indicated they were cancelling the bond for S&S's failure to submit underwriting requirements.

On November 13 of 2001 the Commission receives from S&S a Star Insurance Company indemnity bond for \$75,000. This bond went into effect October 30 of 2001.

On December 21 of 2001 S&S missed the customary information and bond filing date. On February 21 of 2002 staff notifies S&S that the filing is past due and that it needs to be filed. Staff also requests S&S's financial statements.

On June 21 of 2002 S&S missed the second customer information bond filing date. During the second week of July of that same year staff contacts S&S indicating that S&S missed another bond filing date. Staff demands that S&S file the bond and the customer information and demands that they file financial statements.

On July 19 of 2002 S&S did submit the customer information with an updated letter from Aberdeen Finance Corporation.

Between July 20 and September 23 of 2000 staff and S&S had numerous communications regarding the filing. During this time staff issued four written data requests requesting information of S&S.

On September 12 of 2002 the Commission receives a \$125,000 irrevocable letter of credit issued by Aberdeen Finance Corporation. On September 24 of 2002 S&S objects to supplying the information requested in staff's earlier issued data requests.

September 27 of 2002 staff files a motion for an order to show cause. On October 28 Commission issued an order granting staff's motion. On December 6 of 2002 staff files a motion to compel the inspection of documents.

On December 9 S&S agrees to provide a complete December 21 filing. That would be their customer information and the bonding. On December 21 S&S missed that deadline. On December 22 staff -- between December 22 and January 22 of 2003 staff made numerous requests to S&S demanding them to file their customer information data.

On January 22 S&S did make a partial filing, but the data was incomplete. Then again staff continues requesting the information from S&S. On

February 3 S&S did submit what they claim to be a complete filing of all customer information. On March 18 staff and S&S bring a joint recommendation to the Commission to amend its Certificate of Authority to restrict S&S from providing any prepaid services to any South Dakota customers.

On March 20 the Commission issued an order amending the COA precluding S&S from offering any new prepaid services. On May 27 staff files a motion to further amend the COA and add reporting requirements. On June 3 Commission issues an order amending the Certificate of Authority and adding reporting requirements. And on June 6 and June 11 of this year staff filed its current motions.

CHAIRMAN SAHR: Thank you. And I noticed in one of staff's requests was an order compelling S&S to release the 800 numbers of any and all customers so requesting that they be released. Do you want to discuss that issue?

MR. FRAZIER: Yes. We have received some complaints with consumers hoping to move onto another long distance provider, indicating that they've had difficulty maintaining their 800 number as they move onto a new provider.

Obviously if you have consumers who are

familiar with your 800 number, it's a vital part of your business, and we would request that the Commission in its order also include a statement requiring S&S to take whatever steps are necessary to release those 800 numbers.

This would either be as a quality of service issue, just number portability, and the whole issue revolving competition requires that customers be able to maintain these numbers.

We have no evidence that any of these consumers are delinquent in payments and that S&S was withholding these numbers as a means to attempting to secure payments customers haven't made. In fact, these appear to be all prepaid consumers hoping to just keep their number and move on.

And so we'd request the Commission in its order also compel S&S to release those numbers.

CHAIRMAN SAHR: Would you explain, is there an affirmative action S&S has to take to actually release those numbers so people could switch to another provider?

MR. FRAZIER: I believe if Norcom is who disconnected them, they would have to send a release to Norcom, the underlying carrier, would be

my guess. I believe Harlan Best has also answered some questions regarding that, and I'm not sure what attempts at resolution he might have been successful with.

CHAIRMAN SAHR: Mr. Best, do you know how it works with the 800 numbers and getting those released?

MR. BEST: The company that is in charge of the 800 database is a company by the name of SMS/800, and they have informed me that there are two ways to get released -- 800 number portability accomplished.

When the end user goes to a new company the new company contacts the individual's old company, and the old company in effect signs off that they are in effect releasing the customer. If that can not be done, then there is other paperwork that has to be accomplished, and it takes a longer period of time to get the number ported to the new carrier.

CHAIRMAN SAHR: Thank you. Do we know what the corporate structure of S&S is? Are they a corporation, a partnership, what their organization is?

 $$\operatorname{MR.}$ SENGER: Would you like to direct that question to their attorney or --

1 CHAIRMAN SAHR: Maybe that's something we can ask Mr. Frankel when he has an 2 3 opportunity. 4 Mr. Frankel, are you on the line? 5 MR. FRANKEL: Yes, I'm here. S&S is 6 a partnership. 7 CHAIRMAN SAHR: Thank you very much. 8 MR. FRANKEL: Sure. 9 CHAIRMAN SAHR: Do we know, is there 10 anything else staff wants to present at this point 11 in time? 12 MR. FRAZIER: Just regarding the 13 bond issue, there is some discrepancy in staff's 14 opinion and S&S regarding the amount of 15 underbonding. S&S has conceded that they are 16 underbonded. Staff's number is bigger than S&S. 17 And I was wondering if, Jon -- just so that we 18 can contact the bonding company, would Mr. Frankel 19 be willing to at least agree to a certain number at 20 least where S&S's position is on the underbonding 21 so we can provide that to the bonding company? 22 I'd request that they maybe assist us with a 23 number at least they agree to. 24 CHAIRMAN SAHR: And, Mr. Frankel, I 25 assume you're probably up to speed with this, but

1 at this point in time I believe the numbers that have been discussed are considered to be 2 3 confidential at this point in time. 4 Is that correct? I'm looking at staff here. 5 MR. FRAZIER: Our calculation was based on a confidential filing. So the number that 6 7 we've reached was based on information that was filed confidential. So, yes, our number is -- the 8 9 number itself, I suppose, as being the product of 10 confidential information could be considered 11 confidential, yes. 12 MR. FRANKEL: This is Jon Frankel. 13 I'm not in a position right now to -- I'm not in a 14 position to make any agreements concerning working 15 with the bonding numbers or whatnot. As Kelly 16 knows, though, I've been available and I have 17 worked with them to the best of my ability. And I 18 intend to do that. 19 But at this point I don't have any authority 20 to make any agreements along those lines. 21 CHAIRMAN SAHR: Thank you. 22 MR. SENGER: Commissioner? 23 CHAIRMAN SAHR: Yes, Mr. Senger. 24 MR. SENGER: I would like to make a 25 few more statements.

CHAIRMAN SAHR: Go ahead.

MR. SENGER: Based on the customer

information S&S has provided in its most recent customer filing, S&S and Commission staff, as Kelly stated, do agree S&S is underbonded, but we do disagree on the bonding amount required to satisfy the 100 percent bonding coverage requirement that this Commission ordered back in 2000.

But even though S&S agrees that they are underbonded, they have failed to increase their bond to the amount that they feel is the appropriate bonding requirement.

Staff believes by S&S's own admission that they're in violation of the Commission Order to provide service. Additionally, staff believes that the most recent filing that S&S provided reveals that S&S's previous filings, including the information that S&S provided to the Commission during its application process back in October of 2000, was incomplete and inaccurate and thus led to S&S being bonded since their inception -- or since their certification by this Commission.

CHAIRMAN SAHR: Thank you.

Mr. Frankel, if you would like to go ahead and

1 proceed on behalf of S&S, now would be the time to 2 do so. MR. FRANKEL: Thank you, 3 Commissioner. At this point S&S is looking for a 5 hearing on all of these issues. There's obviously a number of issues that staff has raised. 6 Mr. Senger did indicate that there's a 7 disagreement concerning the proper amount of the 8 bonding, and S&S would like an opportunity to 9 address all of these issues, including the amount 10 11 of the bonding with full notice and an opportunity to be heard before the Commission. 12 I don't believe it's appropriate to address 13 14 any of these issues during this meeting, but S&S 15 would like that opportunity with a hearing before 16 the Commission. 17 CHAIRMAN SAHR: And do you have 18 anything to say on behalf of your client as to 19 whether or not the Commission should issue the 20 orders requested by staff? 21 MR. FRANKEL: To the extent that the 22 order is requesting the Commission to issue notice 23 and have a hearing on these issues, we don't have 24 any objection to that. 25 As far as any other issues or requests that

staff is making, we believe that S&S is entitled to a hearing on these issues, and we'd object to the extent that these orders are issued without a hearing.

You know, there are a number of issues that were raised. I'm not sure if you were referring to anything in particular or just in general the motion to show cause and have a hearing. We don't object to that and would like an opportunity to be heard on all of the issues.

CHAIRMAN SAHR: And I think right now with looking at what staff has requested, I think it would be generally following the procedure that you have agreed that S&S would be willing to not object to.

One of the questions is whether or not we should issue an order to compel records, disclose their records. And, of course, that would be something I think we could issue today. So do you have any objection to an order to compel S&S to produce records and books as required by law?

MR. FRANKEL: No. I don't have any objection.

CHAIRMAN SAHR: And for your information, the Commission had previously ordered

that S&S provide documents by June 21 so there is a rapidly approaching deadline on that.

Another issue that is before the Commission today for I guess what I call an order today is regards to the release of the 800 numbers, and I was wondering if you could comment on that, please.

MR. FRANKEL: I have not had an opportunity to discuss the release of the 800 numbers with Les Sumption or Matt Swearingen.

I'm happy to do that today after this call.

For what it's worth, I'll recommend to the clients that they do release those numbers. I know that they have been taking as many steps as they can in their power to help customers who have been cut off and to get them transferred to other carriers so that there is as little disruption in service as possible. It's been quite challenging.

And to the extent they can do something affirmatively to assist customers in transferring their 800 numbers, I'll certainly make that recommendation to them, and I would suspect based on the other actions they've taken, that they would do that.

CHAIRMAN SAHR: And I certainly will admit that I haven't researched the issue

personally, but it would seem to be an appropriate step to make from a business standpoint if the request is to release an 800 number that your client can't provide service for, I think you can certainly understand the customers' perspective in wanting to make sure that those numbers were serviced as soon as possible.

MR. FRANKEL: Absolutely,

Commissioner. Obviously this is an unfortunate situation, and S&S feels as badly as anyone, particularly with respect to their customers and to the extent that the customers have not had service.

There is a sensitivity certainly to that. And I will pass that onto them. I would suspect that they'll cooperate to the extent that they can to help their customers, you know, particularly with 800 numbers.

are two things, the 800 numbers and the requests for the records that are right for the hearing that we'll consider setting, but also there are things that need to be done between now and whenever the potential hearing date would be as well.

So we appreciate you discussing those with your client. Did you have anything else,

1 Mr. Frankel? 2 MR. FRANKEL: No, I didn't. 3 you. 4 CHAIRMAN SAHR: Is it my 5 understanding -- and I think this is what you said or implied from your earlier comments, that you're 6 7 not in a position to take questions regarding other factual issues that we may have in this matter? 8 9 MR. FRANKEL: Not at this time. I 10 would be -- I wouldn't be speaking intelligently on 11 a number of the issues, only because I would have 12 to confer with my client, to the extent that it's 13 us or other counsel that is representing us, and 14 after the hearing we'll have an opportunity between 15 now and that hearing to go over all the issues that 16 staff has raised and be able to intelligently 17 respond and substantively respond to these issues. 18 CHAIRMAN SAHR: Maybe I'll ask a 19 couple that you may have knowledge of what's going 20 on with S&S. 21 Do you know, are they still providing service 22 in South Dakota? 23 MR. FRANKEL: I'm not certain. 24 Service to the prepaid customers? 25 CHAIRMAN SAHR: Service to the

prepaid customers. 1 MR. FRANKEL: No. I do not believe 2 they're providing any service to the prepaid 3 customers. My understanding is all of that service 4 has been cut off by their underlying carrier. 5 CHAIRMAN SAHR: What about to the 6 customers who aren't prepaid? 7 MR. FRANKEL: I don't have any 8 knowledge on that. I'm not sure at this point in 9 10 time. CHAIRMAN SAHR: And do you have any 11 knowledge about what their relationship is with the 12 carriers who they may have contractual 13 relationships as to paying for services that's been 14 15 previously used by S&S? MR. FRANKEL: No, not at this time, 16 17 Commissioner. CHAIRMAN SAHR: Okay. Do you have 18 any idea what the company's plans are for the 19 20 future? Are they planning to continue to upgrade 21 service or what the kind of the partnership's plan 22 for going forward is? 23 MR. FRANKEL: At this point in time 24 the partnership has been examining various remedies 25

to the situation, which include additional financing, include the possibility of a bankruptcy filing, and I suspect other possibilities as well that I'm not privy to.

They are working feverishly to come up with a solution. But nothing definitive has occurred yet to my knowledge. As I've explained to Kelly on a number of occasions, it's a fluid situation so to the extent that the representation I've made here is the most accurate representation based on my current knowledge, you know, it's very possible something may have changed this morning while we're talking and then it would be incorrect.

So I just wanted Commission to understand that if there is a change, I'm not misleading the Commission. I'm just explaining to you what I know at this point in time, which, you know, certainly may not be all the facts. It's just a matter of if I don't have the knowledge, then I don't have anything to tell you.

CHAIRMAN SAHR: Thank you. And you mentioned earlier that S&S is a partnership. Do you know who the owners are in S&S?

MR. FRANKEL: My understanding is that the general partners are Matt Swearingen and

1	Les Sumption.
2	CHAIRMAN SAHR: Do you know if there
3	are other general partners?
4	MR. FRANKEL: If there are, I'm not
5	aware of them.
6	CHAIRMAN SAHR: Are there any
7	limited partners?
8	MR. FRANKEL: If there are, I'm not
9	aware.
10	CHAIRMAN SAHR: Based on your
11	knowledge, those two gentlemen are the only people
12	that have an ownership interest in S&S?
13	MR. FRANKEL: That's my
14	understanding, yes.
15	CHAIRMAN SAHR: Thank you. Do any
16	of the other Commissioners on the line have
17	questions?
18	COMMISSIONER BURG: This is
19	Commissioner Burg. One question I have is are they
20	going to continue to offer services, new services
21	while we're in this situation?
22	MR. FRANKEL: Commissioner, services
23	to prepaid customers?
24	COMMISSIONER BURG: I mean, are they
25	going to continue to recruit new customers is the

biggest thing I wanted to know.

MR. FRANKEL: I'm not sure. I haven't discussed that with Les. I know that the focus -- since their underlying carriers turned them off, the focus has been, you know, through various stages trying to get the underlying carrier to turn them back on and taking whatever steps are necessary to try and get service for their customers.

So that's what the focus has been to my knowledge. I don't have any knowledge concerning the existing other customers or future services.

COMMISSIONER BURG: I guess the biggest thing is I just think we need to make sure the situation doesn't get worse, whether it be just recruiting new customers or even purchasing services from people and they're not getting paid for that service. I'm talking about another carrier.

MR. FRANKEL: Certainly. I understand your concern, Commissioner. I'm happy to pass that onto S&S, and, in fact, I'll be giving them a detailed report of what's happened at this meeting. So to the extent your concerns have been raised and other concerns have been raised as well

as we discussed the 800 numbers, I intend to pass all of that onto S&S and entrust upon them the concerns that Commission and staff have.

CHAIRMAN SAHR: And it might be of interest to note that we do also have a Commission order of March 2003 that requires S&S to stop selling prepaid services. So you may want to remind your client of that outstanding order.

MR. FRANKEL: I understand.

COMMISSIONER BURG: Bob, I

understand that, and I know we've been under the impression they may have been violating that.

The other concern I have is even the nonprepaid, are they continuing to offer that service only to nonpaid customers for the service that they're purchasing. So I'm concerned also about even the not prepaid continuing or expanding.

CHAIRMAN SAHR: Thank you.

Thank you,

Commissioner Hanson, do you have any questions?

VICE CHAIR HANSON:

Mr. Chairman. Mr. Frankel, I was examining the history and listening to the information that was provided here, and I have a tremendous concern because the history so far with S&S has been that they have not been forthcoming with information to

the PUC staff.

And I'm curious of two things. One, how long have you been associated with S&S, and will you pursue everything within your power to see that S&S is forthcoming with the information that our staff has been requesting for some time and not receiving?

MR. FRANKEL: To begin, my colleague, Russ Blau, and I have been associated with S&S since late last year. My recollection is December. And as far as information, some of the information that has been requested in certain circumstances it just hasn't existed is what the client has relayed to us.

To the extent that information exists, we have consistently advised S&S to produce it to the Commission. We've done that since our representation started.

So to the extent that our representation continues in the matter, we'll continue to make that recommendation and provide that advice to S&S. If certain documentation doesn't exist, then, you know, there's little that S&S can do to produce something that doesn't exist. I do know that there are -- there are two sides to every story, and in

listening to Mr. Senger provide his historical perspective it certainly does not sound good for S&S.

I do know from my representation that there are reasons that certain documentation wasn't provided and there are reasons that there's disagreements as to the bond amount and those are the types of issues that we'd like to raise in a hearing before the Commission.

Again, you know, at this point I'm appearing on S&S's behalf at this hearing. It's unclear to me whether or not we will continue to be involved going forward or whether S&S will have other counsel -- whether S&S will have other counsel going forward.

But as a courtesy to both S&S and to the relationship I've developed with Kelly, we wanted to be present at this meeting and be able to answer any questions that the Commission had to the extent that we could.

I do understand the concerns, particularly, you know, with respect to South Dakota customers who have lost service. So I'm doing my best to be sensitive to those issues.

VICE CHAIR HANSON: I recognize

you're in a difficult situation and there are often four or five sides to a story, not just a couple.

But you have been associated then since December -- late December, you say, of last year?

MR. FRANKEL: Correct. Late December of 2002.

VICE CHAIR HANSON: So you're intimately familiar with the Order of March 20 by the Commission amending the COA by adding the condition that S&S not offer any prepaid services.

Are you aware of at this time -- and I'm asking this question because of the motions that -- or at least the recommendations for motions from the staff. Are you aware of S&S accepting any deposits or advanced payments from South Dakota customers since March 20?

MR. FRANKEL: No, I'm not. That information was -- the first I learned of those allegations were when I received a copy of staff's motion. We were not aware of that.

VICE CHAIR HANSON: All right. And
I have to say candidly I'm a little concerned. It
is disconcerting to me you're unable to answer some
of the questions if you've been associated since
December of last year.

I recognize that you have to be careful with how you phrase your answers and such, but I do believe that a business would be able to provide more information than what they have and certainly more accurate information than they have.

I'm looking forward to the explanation at the hearing. I'm assuming that we are going to have one. Because it's very difficult for me to understand a business that would not be able to provide some of the information that's been requested.

I'm particularly interested -- if I may,
Mr. Chairman, are we taking all of these motions in
consideration at this time? Is it appropriate for
me to ask questions, for instance, of Troy or Gwen
at 1st Financial?

CHAIRMAN SAHR: Gary, this is

Chairman Sahr. Why don't you go ahead and ask

whatever questions you have, and my plan was to

make one motion that will cover all of the pending

issues.

So I think it would be appropriate at this time for you to go ahead and ask any questions you have of anyone on the line or anyone present here in Pierre.

1	VICE CHAIR HANSON: Is 1st Financial
2	Bank the same as Aberdeen Finance Corporation? I'm
3	assuming you're not. Gwen or Troy.
4	MR. CLAVEL: This is Troy speaking.
5	We are not. 1st Financial Bank USA was a customer
6	of S&S Communications.
7	MS. FARASSAT: Well, actually is.
8	MR. CLAVEL: Is.
9	VICE CHAIR HANSON: Associated with
10	Aberdeen Finance in any way?
11	MR. CLAVEL: No association with
12	Aberdeen Finance in any way, shape, or form.
13	VICE CHAIR HANSON: All right. Are
14	they on the line? We don't have Aberdeen Finance
15	Corp on the line now?
16	CHAIRMAN SAHR: Is anyone on the
17	line or present here represented or employed by
18	Aberdeen Finance Corporation?
19	I don't believe we have. We haven't had any
20	contacts from Aberdeen Finance Corporation.
21	VICE CHAIR HANSON: Thank you,
22	Mr. Chairman. That's all I have.
23	CHAIRMAN SAHR: Along those same
24	lines, Mr. Frankel, do you know, what is the
25	relationship between Aberdeen Finance Corporation

and S&S? 1 MR. FRANKEL: I'm not sure I 2 understand your question, apart from them providing 3 the additional security agreement. 4 CHAIRMAN SAHR: Right. Is that 5 their only relationship or --6 7 MR. FRANKEL: That's the only relationship that I'm aware of. 8 CHAIRMAN SAHR: Thank you. And did 9 you have anything to add, Mr. Frankel, at this 10 point in time? 11 MR. FRANKEL: No, I don't. 12 CHAIRMAN SAHR: Staff, do you have 13 any additional comments or questions? 14 MR. FRAZIER: Regarding the 15 representation issue, as a procedural matter 16 historically the Commission has permitted parties 17 before the Commission up and to the point of a 18 hearing to be represented by essentially any 19 counsel. 20 At the point where a hearing is scheduled and 21 we have a formal hearing before the Commission we 22 23 have required that person with an -- an A.G. decision that practice before the Commission at a 24 formal hearing is considered the practice of a law, 25

which would require licensing in the State of South Dakota.

And so we would request that S&S -- that we get some showing of in-state counsel, somebody -- or a motion from either Mr. Blau or Frankel to the Bar requesting admission for the purpose of this hearing. But at this point we don't have anybody really secured down as in-state counsel legally positioned to represent S&S at this point.

CHAIRMAN SAHR: Mr.Frankel, do you have plans to retain an in-state counsel, or are you licensed to practice law in South Dakota?

MR. FRANKEL: I'm not licensed to practice law in South Dakota. To the extent that our representation continues, we will have a relationship with in-state counsel and follow any necessary procedures to have us admitted pro hac vice. There is an existing relationship in the works to the extent that becomes necessary.

CHAIRMAN SAHR: Thank you. You may just want to keep us updated on that so staff knows when we have an in-state counsel we should be keeping aloof on everything.

MR. FRANKEL: Not a problem.

CHAIRMAN SAHR: Any other questions

1 or comments, Mr. Senger? 2 MR. SENGER: No. 3 COMMISSIONER BURG: Chairman Sahr, this is Commissioner Burg. I do have one other one 4 5 that occurred to me. Am I to understand or I have 6 some understanding that they were financing 7 portions of the prepaid payments. Is that correct? 8 Whoever can answer it. 9 CHAIRMAN SAHR: Mr. Frankel, 10 Commissioner Burg is asking a question about the 11 financing of the prepaid portions of the customer 12 contracts. 13 Can you shed any light on to how that works? 14 MR. FRANKEL: A portion of the 15 prepaid contracts were financed. That's where you 16 get involved with Aberdeen Finance, and that's the 17 reference to the collateral agreement as part of 18 the original Certificate of Authority as I understood the intention in the Certificate of 19 20 Authority. 21 So some of those prepaid contracts are 22 financed through Aberdeen, and others are not 23 financed. 24 COMMISSIONER BURG: And then to 25 follow up, Troy or Gwen, your bank had purchased

1 services from them not part of this prefinancing; 2 is that correct? 3 MR. CLAVEL: That is correct. 4 COMMISSIONER BURG: Okay. I just 5 wanted to clarify that. 6 CHAIRMAN SAHR: And do you know, 7 Mr. Frankel, and I realize you don't represent 8 Aberdeen Financial Corporation, but in one of the 9 documents staff filed there was an indication if 10 S&S stopped providing service, that Aberdeen 11 Financial Corporation through these agreements 12 would no longer attempt to collect money that the 13 prepaid customers who financed through Aberdeen 14 Finance Corporation would owe under contracts. 15 Do you know the status of that? And you can 16 see the concern we probably have here is you may 17 have a customer who's no longer receiving service 18 but may be still getting some type of loan 19 statement from Aberdeen Finance or may have automatic withdrawal or so on and so forth may not 20 21 know they potentially have some rights to stop that 22 payment. 23 Can you shed any light on that? 24 MR. FRANKEL: Nothing more than what 25 the document says for itself. I don't have

personal knowledge that Aberdeen knows what's going on. I'd be very surprised if they didn't. And the terms of the document should speak for themselves.

You know, with respect to whether or not customers have knowledge of those rights, I'm not sure. I don't know whether or not they do and, you know, that's something that I'm happy to raise with Matt and Les to the extent that they have any dealings with their customers concerning that to relay that.

And I don't know whether any affirmative action has been taken by S&S or Aberdeen to let customers know that's the case.

CHAIRMAN SAHR: Mr. Frazier.

MR. FRAZIER: Thank you,

Commissioner. I can speak to that. I have actually spoke with Mr. Sumption this week and raised that issue, and I was assured by Mr. Sumption AFC was honoring that agreement.

I have no physical evidence that that's the case, but it was Mr. Sumption's statement to me that it was being honored by AFC. I have made personal contact with Aberdeen Finance.

Mr. Tim Rich was not available.

I overnighted the copy of the motion so that

1	he knew that there was an issue regarding the
2	letter of credit at today's meeting. I also faxed
3	it to his office and spoke with his secretary. So
4	I've made ample efforts to alert AFC to this and to
5	contact them, but I haven't had any response.
6	CHAIRMAN SAHR: And, Mr. Frankel, I
7	think if you could exercise whatever due diligence
8	you can to make sure that S&S and Aberdeen Finance
9	ensures that customers aren't being billed or
10	charged for amounts they shouldn't be paying if
11	their service is no longer being provided.
12	MR. FRANKEL: Certainly, sir. I'll
13	do what I can. Absolutely.
14	COMMISSIONER BURG: And we haven't
15	had any contact with any counsel for Aberdeen
16	Finance Corporation, have we?
17	MR. FRAZIER: Staff hasn't to my
18	knowledge, Commissioner, no.
19	CHAIRMAN SAHR: So the extent has
20	been to send the documents to Aberdeen Finance and
21	try to make some phone calls. Is that the extent?
22	MR. FRAZIER: Exactly. Mailed and
23	faxed the motions and attempted phone contact.
24	CHAIRMAN SAHR: All right. Does
25	staff have anything else?

1	MR. SMITH: I have a couple of
2	questions.
3	CHAIRMAN SAHR: Yes. Is that
4	John Smith?
5	MR. SMITH: Yeah.
6	CHAIRMAN SAHR: John, why don't you
7	go ahead then.
8	MR. SMITH: Okay. Kelly, and one
9	thing and, again, being on the phone sort of
10	to clarify the record, I thought I heard
11	CHAIRMAN SAHR: John, this is
12	Chairman Sahr. You're cutting out a little bit.
13	MR. SMITH: Oh, okay.
14	CHAIRMAN SAHR: Are you on a speaker
15	phone?
16	MR. SMITH: I'm just on an ordinary
17	phone. I'll do my best to speak as loudly as I
18	can.
19	CHAIRMAN SAHR: You're not on a cell
20	phone?
21	MR. SMITH: I'm not. I'm on a
22	regular telephone, and everything sounds perfectly
23	clear to me.
24	CHAIRMAN SAHR: When you're coming
25	through you sound great. It just was cutting out

there for a minute.

MR. SMITH: Maybe I'll speak a little louder to kind of bull through the phone on your end.

CHAIRMAN SAHR: I think that's helping, and for those of you who are on the line or in the audience who don't know, this is John Smith, and he's staff attorney for the Commission. Go ahead, John.

MR. SMITH: Kelly, I just thought I heard at one point -- this is just to clarify the record -- and I may have misheard because we're on the telephone here, but I thought you said at one point that you were asking -- and I heard the words that staff be -- I thought you said prevented from commencing collection on the bond, letter of credit, and the nonrecourse of Aberdeen Finance.

And that's what you meant is that staff be permitted to begin those actions?

MR. FRAZIER: Thank you, John. This is Kelly. Yes. The intent of my request was my hopes were that an order from the Commission would in effect prevent S&S -- or Aberdeen Finance from trying to collect on those prepaid financing agreements.

1	So, yeah, the consequence of an order my
2	hopes were the consequence of an order would assist
3	any consumers who are having a problem with the AFC
4	attempting to collect on a financed prepaid
5	agreement in violation of the agreement with the
6	Commission.
7	MR. SMITH: Are the people from 1st
8	Financial Bank still on?
9	CHAIRMAN SAHR: Gwen and Troy, are
10	you still on?
11	MR. CLAVEL: Yes, we are.
12	MR. SMITH: Just out of curiosity,
13	do you have a prepaid contract with S&S?
14	MR. CLAVEL: We have two separate
15	contracts actually.
16	MR. SMITH: Separate contracts, and
17	did you make those payments in advance for the
18	service?
19	MR. CLAVEL: Correct.
20	MR. SMITH: In cash?
21	MR. CLAVEL: Correct.
22	MR. SMITH: How much money have you
23	paid?
24	MR. CLAVEL: Gwen, I'll defer that
25	to you.

1	MS. FARASSAT: Oh, Troy.
2	MR. SMITH: If you don't know,
3	that's fine. I mean, we're going to have an actual
4	hearing on that.
5	MS. FARASSAT: What did we pay,
6	probably, what, \$180,000 roughly, Troy. Is that
7	correct?
. 8	MR. CLAVEL: Yeah. There are two
9	separate contracts, one for 21,000, another one for
10	156,000.
11	MR. SMITH: And how much time
12	remains on those?
13	MR. CLAVEL: The \$21,000 contract we
14	only used 11 months out of a 36-month contract.
15	The other contract failed to start due to
16	nondelivery of circuits.
17	MR. SMITH: Okay. So you paid,
18	what, 156
19	MR. CLAVEL: 7.
20	MR. SMITH: What happened?
21	CHAIRMAN SAHR: John, I think you
22	cut out. You may want to repeat your last
23	statement and question if you had a question at the
24	end of that statement.
25	MR. SMITH: So basically what you're

1 saying is you paid something along the order of 2 150,000 for the second contract and received no 3 service at all from that? 4 MR. CLAVEL: Correct. 5 MR. SMITH: Kelly, you mentioned earlier on the several -- there's a set of motions 6 7 involving first just the order to show cause. 8 As I understand it, Mr. Frankel, you don't 9 have any objection to the order to show cause going 10 out which merely they'll schedule the matter for 11 hearing? 12 MR. FRANKEL: No objection. 13 MR. SMITH: And then the other 14 motions, as I understand it, there was a motion to 15 correct clerical errors in the earlier order 16 amending the Certificate of Authority. I didn't 17 hear specifically what that motion was, and I don't 18 have a copy of it. Sorry. 19 What precisely is that, Kelly? Is there a 20 written motion regarding that? 21 MR. FRAZIER: Yes, there is, and, 22 unfortunately, I didn't bring that up. I 23 considered that a pretty rudimentary procedural 24 matter. I think one of them was to amend the 25 reference to the GAAP.

MR. SMITH: To change the words procedures to principles.

MR. FRAZIER: To change the word "account" to "accounting" and the word "procedures" to "principles." And the second part of the correction was to add the date of the 21st after a reference to a December date in the motion.

So it was just to fix the GAAP citation to accurately reflect what that acronym is for, and, second, just to add a date.

MR. SMITH: Mr. Frankel, do you have any objection to those corrections?

MR. FRANKEL: No objection.

MR. SMITH: So we're down to then we have the order to show cause -- or the other issues are the 800 number and the proceeding with action involving the bond letter of credit, and the Aberdeen Finance agreement.

As to those, is it my understanding then,
Mr. Frankel, that with respect to those issues is
it your position that those should await the
hearing, or do you have no objection to that being
permitted to proceed against the bond letter of
credit and the nonrecourse provisions of the
Aberdeen Finance?

1 MR. FRANKEL: Our position on those 2 issues is that S&S should be entitled to a hearing 3 on those issues and, therefore, I would object to a decision being made on the substantive issues at 4 5 this meeting without, you know, notice of hearing 6 and a chance to be heard. 7 MR. SMITH: How about with respect to the 800 number switchover? Is that an issue or 9 opinion that ought to await hearing, or is that 10 something we can resolve today? 11 MR. FRANKEL: I don't have authority 12 to object to that -- or to not object. So I have 13 to object. I indicated earlier that I intend to 14 discuss with Les and Matt taking whatever steps are 15 necessary to get those numbers changed, but I don't 16 have authority from S&S to indicate that I do not 17 object to that motion. 18 MR. SMITH: Thank you. That's all I 19 have, Mr. Chairman. 20 CHAIRMAN SAHR: Thank you. And you 21 sort of brought up a couple of issues that I wanted 22 to, I guess, flush out a little bit more. 23 On the bond and letter of credit one of the 24 questions I have is should we not wait until we 25 have the hearing on the order to show cause and

after we've heard -- had a hearing on the facts?

Wouldn't that be more appropriate a time to decide whether or not it is appropriate to be going after the bond and the letter of credit?

MR. FRAZIER: The language of the -especially the letter of credit merely states that
if S&S is not able to provide -- or fails to
provide the service that people have prepaid for,
that with an affidavit from staff and the original
agreement we can go after the letter of credit.

S&S has already conceded that the events triggering action against the letter of credit have occurred. There's absolutely nothing -- no issue pending for the hearing which would resolve or unresolve it. It's undisputed. It would be essentially I would request summary judgment on that issue in that there's no dispute that the events triggering that have already happened. They've already been conceded by S&S.

CHAIRMAN SAHR: Well, doesn't the letter of credit go against the Aberdeen Finance Corporation?

MR. FRAZIER: The terms of the letter from Aberdeen Finance and the language itself states that all we need is a statement from

the PUC certifying that claims have been presented by South Dakota consumers against S&S for not providing long distance service.

That's already been conceded. That's happened. That's had the triggering event for that letter of credit. That's not an issue for the hearing. So there's absolutely no ruling which will result from that hearing which would clarify that issue. That's happened.

CHAIRMAN SAHR: And, Mr. Frankel, I think I may know what the answer to this question is, but do you have any comment to what staff is saying that these are basically self-executing and we should go forward with them?

MR. FRANKEL: You know my answer. I don't have authority to indicate that we don't object to that. For the record we'd object to them going forward and would like an opportunity to raise these issues at the hearing.

I can discuss this with my client, and to the extent that they provide me with authority and indicate they don't object to the Commission acting on the bond and letter of credit, I'm happy to pass that on. But at this point in time I just don't have authority to make that agreement on behalf of

S&S.

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	

22

23

24

25

CHAIRMAN SAHR: Why don't I propose I think S&S and Aberdeen Finance Corporation and staff should make effort to discuss this, and if we can get this hammered out before hearing, that would be great.

Since we do have, though, a party who's unable to stipulate to what staff is requesting, I think what we're going to need to do is to include that in part of the upcoming hearing, and I would be prepared to add that to any motion that I would make this morning. So I think immediate action is not possible today on the bond and letter of credit.

Do we have anymore questions from Commissioners or staff?

MR. SENGER: If I could, Chairman.

CHAIRMAN SAHR: Yes, Mr. Senger.

MR. SENGER: I just have one quick question for 1st Financial Bank, if I may. When did you sign the \$156,000 contract? When was the signature? When was that authorized?

MR. CLAVEL: The signature date on that contract was October 3, 2002. The first contract, the smaller one, was July 3 of 2002.

1 MR. SENGER: Did S&S give -- I'm 2 assuming since that last contract never went into 3 effect and you signed it some time ago, were you in 4 contact at all with S&S on why you were not getting 5 service? 6 MR. CLAVEL: Virtually if not a 7 weekly, almost a daily basis. 8 MR. SENGER: Thank you. 9 CHAIRMAN SAHR: Mr. Frankel, we've 10 talked about it a lot this morning, and I just need 11 to clarify something. 12 Did you agree to the order to compel the 13 production of documents, or is that something that 14 your client would want heard at the hearing? 15 MR. FRANKEL: I was confused as to 16 whether or not that was part of the other motion 17 that I indicated that I was objecting to. My 18 understanding is I had agreed to -- find my notes 19 here. 20 I didn't object to the order to show cause in 21 so far as my understanding was that was going to 22 schedule a hearing on the issues, and I also didn't 23 object to the clerical changes in those motions. 24 Everything else I wasn't in the position or 25 didn't have authority to agree to. So for the

1 record I object to those matters. 2 CHAIRMAN SAHR: And we'll then go ahead and set that for a hearing, and I'll include 3 4 that in the motion. Again, I would remind you and 5 S&S that there is a pending order, though, to 6 produce records by June 21. 7 MR. FRANKEL: I understand. And S&S 8 is aware of that order. 9 CHAIRMAN SAHR: Thank you. 10 Mr. Frazier. 11 MR. FRAZIER: I would just merely state for the record I think that the transcripts 12 13 will reveal that he said he did not object to staff 14 getting discovery of all of the records and 15 documents and things of that nature. I think 16 that's a change of position. 17 CHAIRMAN SAHR: All right. And I 18 think we do have a Commission order, and certainly 19 Mr. Frankel and S&S and should realize that's 20 something they need to comply with. So hopefully 21 that's something that's moot. If not, we'll take 22 appropriate action at that time. 23 Seeing no other questions, I'm going to go 24 ahead and make the following motion. I move that 25 the Commission grant the request to correct

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

clerical errors and also that the Commission issue an order to show cause and notice of hearing and include the following issues. 1, whether the Certificate of Authority of S&S should be revoked or suspended if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law.

- 2, whether fines or penalties should be imposed if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law.
- 3, whether an order to compel should be issued regarding -- or, excuse me, requiring S&S to produce books and records as provided in SDCL 49-31-7.1.
- 4, whether S&S should be ordered to release 800 numbers if requested by the customer that has been assigned the 800 number.
- 5, whether the Commission should take action on the bonds and letter of credit.
- 6, whether Les Sumption and/or Matt Swearingen should be barred from providing telecommunication services in South Dakota in the future if the Commission determines they have violated any Commission orders, rules, or state law.

And, 6 (sic), any other appropriate relief that may be granted by the Commission.

VICE CHAIR HANSON: Mr. Chairman, this is Commissioner Hanson.

CHAIRMAN SAHR: Yes.

VICE CHAIR HANSON: Does part of your motion preclude us from taking action at this time on allowing staff to proceed to attempt to take the bond and letter of credit into receivership?

CHAIRMAN SAHR: I think that it would because what I'm proposing is that we take the issue of the letter of credit and the bonds at the hearing that we'll set at a later date -- or we'll set after this motion is taken care of.

Of mind that we should authorize staff to proceed on that issue. I would still support your motion if -- we can certainly allow them to -- we can certainly allow S&S to inform us and discuss whether or not they feel we have acted inappropriately, but it would seem that staff has presented a very strong case and from statements that have been made by S&S either during this meeting or the previous meeting it does seem that

we have South Dakota customers at risk and I'm concerned that since the -- since Mr. Frankel has stated that one of the -- the horizon is not clear for S&S and they are examining a number of different options, one is potential bankruptcy, I would think that we would need to proceed with that receivership as soon as possible.

CHAIRMAN SAHR: And I think

Mr. Frazier may have a point of clarification so go
ahead, Mr. Frazier.

MR. FRAZIER: Thank you,

Commissioner. The basis of staff's motion is not

to make any disbursements of the bond or the letter

of credit, given since 9/11 we realize that a lot

of bonding companies have had solvency issues. S&S

has indicated they've had problems getting a bond

because of that.

Also looking at the large potential hit on AFC, I think their solvency as a result of this is also questionable. Staff is merely requesting that we be -- that we take this money into receivership. We would put it into an account with oversight.

There would be no disbursements. The bonding company and AFC, potentially S&S, would have a right to raise any objections to any disbursements.

If we went into receivership, a judge would have oversight of any disbursements, and it would only be pursuant to a judge's order.

I'm just requesting that we secure this money in the event that the bonding company, AFC, have any solvency issues between now and the time that we actually get it. It would just be securing it for the citizens of the state who it's there to protect.

Obviously concerned about the consumers and the companies that may potentially be owed money.

Here's my question, though, that I have is

Mr. Frankel has not stipulated to this. He has stated at this point in time he's objecting to that.

So do we run a problem with a due process claim that we're taking action without actually having some sort of factual basis, considering we don't have any evidence that's being introduced today?

MR. FRAZIER: Well, I believe that the instruments are self-executing. I believe the language of both the bond and the letter of credit whether S&S agrees or doesn't agree I think that if

the Commission finds that the money -- that S&S is not in a position -- is not providing long distance service and they have this money, I think that looking at the bond and the letter of credit the events triggering that have actually happened.

Whether S&S agrees to that or not, I think it's just given.

And their property rights really are not being affected because they would have the right to object to any disbursements. The money would literally just be held in trust. Again, if this goes into receivership, the judge is going to have any oversight.

So in reality their property is not being taken. It's just being set aside so that it's in a safe place so that nothing happens between now the and time that the Commission's done with the hearing.

So they would retain all of their essential property rights and willing to object to any disbursements. So I would say it's more of a matter of just a preemptive securing of this bond and the letter of credit pending a decision from this Commission and conceivably an order from a circuit court judge.

1 CHAIRMAN SAHR: One of the concerns, though, is you used the words if the Commission 2 finds or when the Commission finds. 3 4 exactly sure how you phrased. But we haven't found 5 anything yet. And, in fact, what we're trying to do is to set up a hearing where we would make some 6 7 findings. 8 So are we getting the cart in front of the 9 horse here? I guess that's my question. 10 MR. FRAZIER: I think there's a 11 distinction between the Commission finding S&S is 12 not providing telecommunications services, which I 13 think S&S has conceded, the distinction between 14 that and the Commission's ultimate finding that 15 person A has a legitimate claim in the amount of X 16 against that bond and then ordering a disbursement. 17 That makes a distinction between those two. 18 I'm merely saying that the bond and the letter 19 of credit, we have a right to take action against 20 them once we determine that S&S is not providing 21 long distance service. 22 COMMISSIONER BURG: Have we 23 determined that? 24 MR. FRAZIER: They conceded that. 25 They said every prepaid customer is no longer

1 rec 2 rec

1.8

receiving service. That's been stated on the record.

There's no question that they're not providing service to the people this bond and letter of credit was designed to protect.

CHAIRMAN SAHR: Mr. Smith, do you have any comments or anything to add on what we should do with this issue of the bond or letter of credit?

MR. SMITH: The only documents that I have -- I only have the -- (Inaudible) -- letter of credit here. What that requires beneficiary, affidavit executed by an authorized member certifying the following, that claims have been presented by South Dakota consumers -- (Inaudible) -- not providing.

I mean, airing on the side of caution, I would say always the better course is to go through the hearing and finding everything. I'm not sure that -- because the operative language is not that claims have been adjudicated to be valid, only that they've been presented, I think that might be the issue, and I honestly -- I guess I don't know the answer to that question because I don't know whether we've received claims on the South Dakota

consumers are not. Perhaps --

CHAIRMAN SAHR: And, John, you're looking at the letter of credit right now; is that correct?

MR. SMITH: Yes. I do not have the bond --

CHAIRMAN SAHR: That's the question

I have. It sounds like there may be an argument

it's self-executing under the letter of credit, but
what about the bonds?

MR. FRAZIER: I would concede the Commissioner's point on the bond. The bond requires a finding that the principal shall now respectfully and faithfully comply with all applicable provisions of South Dakota Law and reimburse customers for principals for any repayments -- prepayments or deposits they have made, which may be unable or unwilling to return.

So on the bond issue I would concede to the Commissioner's point that since there hasn't been a finding that the principal has fully and faithfully complied with all applicable provisions of South Dakota Law, on that language I would concede that, I guess, we don't have reason to go forward on that. We would need a Commission finding.

So I would change my position there. But the explicit language of the letter of credit to the contrary just says that have we -- if we present an affidavit stating merely that we have received claims from South Dakota consumers that S&S is not providing long distance services, that would be the triggering event.

So I would request that we be permitted to put together an affidavit by an authorized member of this agency and present it to Aberdeen Finance, since that one apparently by S&S's own concession has been triggered.

COMMISSIONER BURG: Is there a danger that that could force them into bankruptcy and put us into worse position?

MR. FRAZIER: I don't see that we could really be in a worse position. But this wouldn't be S&S's money. This would be Aberdeen Finance Corporation's money.

COMMISSIONER BURG: You indicated, though, that you thought Aberdeen Finance Corporation would be shaky with that kind of a hit; right? Didn't you indicate that?

MR. FRAZIER: I indicated there's always a concern that there may be a insolvency

issue. Between now and then, according to Mr. Sumption, Aberdeen Finance Corporation will cease taking collections on all of the prepayments financed through them. That could cause financial instability.

So I would say given our knowledge and our understanding that that nonrecourse agreement is being honored, I would say we even have more reason to believe that AFC may suffer some solvency issues which would make it more imperative that we secure this money before their insolvency affects our ability to recover this money for the consumers.

COMMISSIONER BURG: But if just our request forced them or pushed them to declare bankruptcy, we would not collect and we would be, you know, in -- the position would become tougher with them in bankruptcy.

I mean, I'm just asking. I'm not sure whether

I -- I don't really know the answer. I'm just
saying that's one of the things that you need to
consider.

I don't know, you know, what risk we have by waiting. You know, do we think that they're going to turn this over immediately and we would have it, and then if they were forced into bankruptcy later,

it would not come into the bankruptcy consideration?

Is that the reason to move now?

VICE CHAIR HANSON: Mr. Chairman, this is Commissioner Hanson. Yes, that is my concern and the reason I brought it up. I did not intend to pull a pin on a hand grenade and walk out of the room here.

I'm very concerned about the -- and I really appreciate the challenge that Chairman Sahr is confronted here and being conflicted as he is because I know that he has always been a very, very strong proponent of protecting the consumer and wanting to be certain that the consumer is not harmed, and at the same time he has the responsibility of making certain that we proceed in the proper avenues to be certain that we don't cause additional challenges or that we don't do something inappropriate.

So it's a very difficult challenge for him.

My concern is, though, that we have a company which

I have heard their previous representative make

statements and now their second representative

Mr. Frankel making statements, and Mr. Frankel said

today that all prepaid customers have -- not his

exact words but have been cut off, that they no longer receive the service.

So it's hard to imagine that they're -basically they're out of business. It's hard to
imagine what a bankruptcy or what our taking -- I
should say, placing into receivership those moneys
would -- what possible harm that could do.

On the other hand, we have a situation where bankruptcy could freeze those assets and make it more difficult for the citizens of South Dakota to obtain those funds and we could -- you know, my primary responsibility is to the citizens of South Dakota at this juncture.

If there is, in fact, challenges in other states, I feel for those people as well, and I -- I just have the challenge that those moneys then could be divided in other states.

I don't know how a bankruptcy would play out, and I don't know where the moneys would go. I would much rather see the citizens of South Dakota receive some of those dollars.

CHAIRMAN SAHR: Do we have any concerns about the financial status of the bonding company?

MR. FRAZIER: I haven't been

(605) 945-0573

.

successful in contacting them. I see their website is still up and running. They appear to be still offering services, numerous services, but I haven't had much luck with them.

Again, as far as the bond goes, I think the Commissioner's argument is valid and strong, that absent to showing that they violated a law from this Commission, I think we'd be hard-pressed to make the argument there's a self-triggering thing there.

As a simple matter -- and I completely appreciate the Commissioner's -- Chairman Sahr's and all Commissioners' concern regarding legality and protection and the fine line that has to be cut there.

I would -- I think the answer to this would simply be put as just a simple question that I could make to Jim Mehlhaff here who heads up our consumer affairs is, Jim, have claims been presented by South Dakota consumers against S&S Communications for not providing long distance services?

MR. MEHLHAFF: Since June 2 we've received 112 complaints against S&S for that very issue, and many of the individual complaints

21

22

23

24

25

MR. FRAZIER: And I'm just requesting that the Commission permit me to prepare an affidavit to that effect. That's the language of the letter of credit.

MR. SMITH: Are those claims written claims, Mr. Mehlhaff, received written claims from

MR. MEHLHAFF: A portion of them have been received in written form. We're in the process of collecting more detailed information through the formal Complaint process at this time. But, no, not all of those have been received, but a portion of them have been.

CHAIRMAN SAHR: Now just to make sure I'm clear on this, with staff they're looking -- are you looking to open a docket to establish a receivership, or are you asking to take steps to be able to -- to take steps to be able to claim the bond and letter of credit, or what exactly is staff after?

MR. FRAZIER: I would request that we put it in a receivership account, ultimately with the oversight of a circuit court judge. The procedure on bond pursuit is not as well

warehouse division.

That one has apparently withstoo

established as the one in our transportation

That one has apparently withstood at least three separate files since I've been here. It seems to be a well worn path, which I think is -- has proven that it stands up due process considerations.

In previous instances, for instance, I've managed, bonding companies have willingly handed over three bonding periods totalling 225,000 under the exact similar circumstances where we didn't have — we just knew there were claims. We hadn't sent out the claims. The Commission hadn't ordered what ultimately the claims were going to be on the bond.

When we got done there was close to \$100,000 that we ended up returning to the bonding company. And we were just permitted to put it in a receivership account so that we could secure it so that we knew when the Commission order judge ultimately made the decision on the claims that the money was there.

So, again, I think that Aberdeen Finance, all of their rights to object to any disbursements of any sort would be fully and completely protected.

We would just have the money here.

CHAIRMAN SAHR: Well, and what I'm tempted to do is amend my point 5 on the motion and authorize staff to go ahead and attempt to take the bonds and the letter of credit into receivership, realizing, though, that if S&S or Aberdeen Finance

Corporation raises some objection, that may either have to be resolved by this Commission or by a

court.

So I think we could authorize you to take the steps that you can take at this point in time, and then if you can voluntarily or through other means secure it, I certainly don't see where that's going to be a problem.

At the same time because we are looking at setting a hearing on the -- on all the issues that seem to be wrapped up in this case, I also, though, would add that I think we could also notice those for hearing as well, and if staff is either unsuccessful for whatever reason, then we have the notice for an upcoming hearing and we can take appropriate action at that point in time.

And certainly if S&S raises an objection, then at that point in time they would have the right to have the Commission hear that matter.

So I think what I'll do then is I will amend my motion, point 5 to the motion, and go ahead and authorize -- propose that the Commission authorize staff to proceed to attempt to take the bond and letter of credit into receivership and also, though, I would -- I continue on to say that the Commission -- that the issue should be decided whether or not at a hearing the Commission should take action on the bonds and letter of credit.

So I'll amend my original motion to include that. Mr. Frazier, is that something that staff would find acceptable and allow you to go forward and do what you legally can at this point in time without slamming the door on having -- if Aberdeen Finance or S&S were to file objections, not closing the door on the Commission hearing those at a later point in time?

MR. FRAZIER: I think that's an excellent solution, Commissioner. I appreciate your consideration of staff's concern.

CHAIRMAN SAHR: I think that also,
Vice Chairman Hanson, probably takes care of your
concern that we move as quickly as we can on behalf
of the South Dakota consumers, and that's
something, of course, that I share as well.

So I think with that amendment then I would go ahead and -- do I need to --

COMMISSIONER BURG: I'll second your motion with the amended version.

CHAIRMAN SAHR: Thank you.

VICE CHAIR HANSON: Mr. Chairman, I was just waiting for you to complete your sentence. I think that's an admirable way of putting it together. I sincerely appreciate everyone's effort there in putting it together in an articulate fashion, and I certainly concur with your motion and your addition to it.

I would ask at this time that perhaps
Mr. Clavel and Ms. Farassat, I believe, at
1st Financial, since they have represented to us
today that they have, in fact, a challenge I'll say
with S&S that if they could file that with the
Commission as soon as possible, then we would -although not prior to taking action today, we would
certainly have on record the information that we
needed, which would have been opportune -- I
suppose if we had started this conversation at the
very beginning of the meeting, you could have had
that attested to and faxed to us by now, but
perhaps you can do that and take care of it for us.

Thank you, Mr. Chairman.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

CHAIRMAN SAHR: I think that is a good point and serves as a good segue to the reminder to the public and I know we have a number of people listening in and have been contacted by many consumers about this and other issues, and I would just remind everybody that the Public Utilities Commission is there to handle complaints of people who feel that they have been wronged by a company that we regulate.

And we have a toll-free number which is is 1(800)332-1782, and again that's 1(800)332-1782, and that is our consumer protection hot line. And people can contact our office via that 800 number.

And certainly any other information that consumers out there across the state can bring forward on any situation that involves a regulated company, we certainly would appreciate that information and are here to help the consumers of South Dakota.

Now the next thing I think we need to do is to set a date for the hearing. We have a data request that I believe has to be complied with by June 21 which I'm thinking is a Saturday; is that right?

> MR. SENGER: Yes. June 21 is a

Saturday so I think it would fall on Monday the 23rd. That is their standard filing which has been amended by a recent order of this Commission.

a lot of reason to move on this matter as quickly as we possibly can, recognizing, though, that there's a lot of preparation for staff, for the Commissioners, and for S&S as well, and recognizing the need to ensure due process in a fair and impartial process.

Looking at the calendar with a June 21 deadline, which actually becomes June 23 deadline because the 21st landing on a Saturday, one date that we could potentially look at would be -- for the date of hearing would be on June 30.

And I'm interested to hear from staff if they think that that date is too soon, not soon enough, or what their opinion would be on setting this matter for hearing on June 30.

MR. SENGER: Provided we get the information that we requested, that will be a lot of information to digest in that period, but I believe that we can get what we need done by that time to set it for hearing at that date.

Considering that information that we hope to

1	get and the information that we have, either way I
2	think I will defer to Kelly this, but I think that
3	we have more than enough information to move
4	forward either way.
5	MR. SAHR: Mr. Frazier.
6	MR. FRAZIER: I would concur with
7	Mr. Senger.
8	CHAIRMAN SAHR: Mr. Frankel, do you
9	have any comments on behalf of S&S?
10	MR. FRANKEL: No, not at this time.
11	CHAIRMAN SAHR: Do you have any
12	objection to a June 30 hearing?
13	MR. FRANKEL: I don't have any
14	objection. I believe that provides enough time as
15	required by the rules. I believe it was 10
16	business days, assuming that notice is provided
17	probably on Monday.
18	CHAIRMAN SAHR: Are you still there?
19	MR. FRANKEL: I'm still here, yeah.
20	I don't have any objection to a June 30 deadline.
21	I'm making the assumption that's within the time
22	requirements for the rules. It appears it is,
23	looking at my calendar.
24	CHAIRMAN SAHR: I think it would be
25	as well. I will move there's good cause for

1	holding the hearing and move the hearing be set for
2	June 30 beginning at 10 a.m. to be held at the
3	State Capitol.
4	COMMISSIONER BURG: I'll second
5	it.
6	VICE CHAIR HANSON: I will concur.
7	CHAIRMAN SAHR: Thank you. Is there
8	anything else to come before the Commission this
9	morning?
10	MR. SMITH: Did the Commission vote
11	on the original motion?
12	COMMISSIONER BURG: Yeah.
13	VICE CHAIR HANSON: Yes, we did.
14	CHAIRMAN SAHR: If you mean the
15	unamended original motion, no, but we did vote on
16	the amended original motion.
17	COMMISSIONER BURG: There wasn't a
18	second on the original anyway.
19	VICE CHAIR HANSON: Correct.
20	CHAIRMAN SAHR: We finagled No. 5
21	and then voted after that. So is there anything
22	else to come before the Commission?
23	If not, that will end the ad hoc meeting, and,
24	again, we will look at having the hearing on
25	June 30 beginning at 10 a.m. in the State Capitol.

								7 0
1	Thank	you.						
2		(The	proceeding	concluded	at	10:56	a.m.)	
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

1	STATE OF SOUTH DAKOTA)
2	:SS CERTIFICATE
3	COUNTY OF HUGHES)
4	
5	I, CHERI MCCOMSEY WITTLER, a Registered
6	Professional Reporter and Notary Public in and for the
7	State of South Dakota:
8	DO HEREBY CERTIFY that as the duly-appointed
9	shorthand reporter, I took in shorthand the proceedings
10	had in the above-entitled matter on the 13th day of
11	June 2003, and that the attached is a true and
12	correct transcription of the proceedings so taken.
13	Dated at Pierre, South Dakota this 23rd day
14	of June 2003.
15	
16	
17	Chiencons to the
18	Cheri McComsey Wittler, Notary Public and
19	Registered Professional Reporter
20	
21	
22	
23	
24	

\$ 10.0, 000	Word Index			
13.00	\$	[11] 12:13 13:11 13:13 13:16 14:17 14:18 23:1 53:6 72:23 72:25 73:11	[1] 36:23	[1] 33:15
11 11 12 12 13 13 13 13		21,000		
11 1.00			Aberdeen	
\$12.5, 0.00			[43] 2:4 3:17 8:24 11:1 11:9 12:8 12:	
Since Sinc			35:14 35:18 35:20 35:25 38:16 38:22	
13.56, 0.00	\$125,000		39:8 39:10 39:13 39:19 40:1 40:12 40:	44:3 56:19 56:24 57:5 63:9
13 13 13 13 13 13 13 13			23 41:8 41:15 41:20 43:17 43:23 47:	Affairs
1 1 1 1 1 1 1 1 1 1	[1] 51:21			
321, 000 13722 7713 23724 23				Afrect
10 10 10 10 10 10 10 10				Affected
550,000	\$41,000 [1] 45:13			[1] 58:9
	\$50,000		67:19 67:19	
1	[2] 10:23 12:7			
1 12 13 15 16 16 17 17 17 17 17 17				
1				
1	\$75,000			
1 13-13 13-14 13-15 13	[5] 10:13 10:20 10:23 12:25 13:9			
13 33 4 13 33 4 14 34 3	1			
1 15-13 3 15-12 15-1		2		
1 (800) 332 - 1782 19 72:12 7:10 19 72:12 7:10 19 19:61 12:18 13:97 3:15 73:19 74:12 74:20 10 10 15:6 10 10 10 10 10 10 10 1			Accomplished	[6] 18:19 18:23 20:5 52:12 52:25 57:
				-
10 17 17 17 17 17 17 17	[2] 72:12 72:12			
15 74:15 75:25 75:25 75:25 75:25 75:27 75:25				
	1 - 3	75:2 75:25		[14] 3:16 6:21 11:9 12:8 12:20 36:4
10 156 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 176 10 10 10 10 10 10 10 1				
11 12 15 13 45 14 11 12 12 12 12 13 13 13				1
11 11 12 13 13 14 15 14 15 16 17 17 18 18 19 19 18 19 19 19				
A		[1] 11:25	J	
12 1.1		4		[13] 6:1 20:1 20:25 34:18 34:23 42:7
	12	-		
23 1.7 1.3 1.7 1.3 1.7 1.3 1.5				
			Acted	155 .
2 2 21:12 77:10				[1] 60:17
1.5 1.5				• ·
13 15 15 15 16 10 11 11 15 16 20 40 12 13 13 15 16 20 40 12 13 13 15 16 20 10 12 12 13 13 15 12 13 13 15 12 13 13 15 12 13 13 15 12 13 13 15 12 13 13 15 12 13 13 15 12 13 13 15 12 13 13 15 12 13 13 15 12 13 13 15 13 15 13 15 13 13		[2] 9:18 54:15		
13 45 18 15 16 10 10 10 12 11 13 13 15 15 13 13 15 13 13		5		
156,000				Alleged
[1] 45:10 18 18 19 13:23 1st 9 2:1 2:2 4:6 34:16 35:1 35:5 44:7 2 7			Actions	
	[1] 45:10			
19 6 Ad		[1] 2:11		1 - 3
[1] 13:23 1st 9] 2:1 2:2 4:6 34:16 35:1 35:5 44:7 2 7 8 Adding Adding Addition [1] 15:27 Additional [4] 27:1 36:4 36:14 64:18 Additional [4] 17:1 36:4 36:14 64:18 Additional [4] 27:1 36:4 36:14 64:18 Additional [4] 17:1 36:4 36:14 64:18 Additional [6] 15:4 15:10 46:24 69:3 70:1 70:10 Amended [3] 71:4 73:3 75:16 Amended [1] 17:1:1 Admirable [1] 71:1 Admirable [1] 71:1 Admirable [1] 71:1 Admission [3] 9:7 20:14 37:6 Admitted [1] 37:17 Allowing [1] 15:10 36:10 47:6 47:10 51:11 60:7 [1] 15:23 Allowing [1] 13:23 Amend [6] 15:4 15:10 46:24 69:3 70:1 70:10 [6] 11:18 11:22 12:13 12:21 13:1 13:4 13:7 [1] 13:13 12:21 13:1 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:13 13:14 13:4 13:7 [1] 13:14 13:14 13:4 13:7 [1] 13:15 13:14 13:14 13:14 13:14 13:7 [1] 1		6		
St [9] 2:1 2:2 4:6 34:16 35:1 35:5 44:7				Allowing
[9] 2:1 2:2 4:6 34:16 35:1 35:5 44:7 51:20 71:15 7 Adding [2] 15:12 33:9 Additional [4] 8:15 10:10 10:25 71:12 Additional [5] 6:20 14:1 15:7 33:8 33:16 2000 [6] 11:18 11:22 12:5 14:1 20:9 20:21 2001 [8] 10:21 12:13 12:21 13:1 13:4 13:7 13:10 13:11 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 2003 [7] 15:10 36:10 47:6 47:10 51:11 60:7 Additional [4] 27:1 36:4 36:14 46:18 Additionally [1] 20:16 Address [4] 6:14 6:22 1:10 21:13 Admirable [1] 7:1: 10:21 10:24 : 04 : 02 11] 56:14 9:30 Adwince [1] 17:12 20:10:24:04:05 [1] 9:22 Adwince [1] 4:17 Almost [1] 15:10 36:10 47:6 47:10 51:11 60:7 [2] 7:14 7:18 Almont [1] 37:23 Amend [6] 15:4 15:10 46:24 69:3 70:1 70:10 Amended [3] 71:4 7:33 75:16 Amending [4] 15:8 15:12 33:9 46:16 Amendment [1] 7:11 American [1] 7:12 Admirable [1] 7:12 Admirable [1] 17:12 Admission [3] 9:7 20:14 37:6 Admitt [1] 23:25 Adwintted [1] 37:17 Almone [2] 7:14 7:18 Almont [2] 7:14 7:18 Almont [2] 7:14 7:18 Almont [2] 7:14 7:18 Almont [2] 7:14 7:18 Alcof [1] 32:7 Alone [2] 7:14 7:18 Alcof [1] 37:23 Amend [6] 15:4 15:10 46:24 69:3 70:1 70:10 Amended [3] 71:4 7:33 75:16 Amending [4] 15:8 15:12 33:9 46:16 Amendment [1] 71:1 Admirable [1] 7:12 Admirable [1] 7:12 Admirable [1] 7:12 Admitted [1] 7:12 Admitted [1] 37:17 Alone [2] 7:14 7:18 Aloof [1] 37:47 Alone [2] 7:14 7:18 Almost [1] 37:47 Alone [2] 7:14 7:18 Aloof [1] 37:47 Alone [2] 7:14 7:18 Aloof [1] 37:47 Alone [2] 7:14 7:15 Aloo [3] 71:47 7:33 75		1 ~		
2 7 Adding [2] 15:12 33:9 Additional [3] 72:3 Amend [6] 15:4 15:10 46:24 69:3 70:1 70:10 Address [1] 10:10 10:22 12:13 12:21 13:1 13:14 13:7 13:10 13:11 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 2003 [7] 17:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:05 [1] 9:22	[9] 2:1 2:2 4:6 34:16 35:1 35:5 44:7		[7] 15:10 36:10 47:6 47:10 51:11 60:7	
2 7 [2] 54:8 66:23 8 8 Addition [4] 8:15 10:10 10:25 71:12 Additional Amended [6] 15:4 15:10 46:24 69:3 70:1 70:10 Amended [6] 15:4 15:10 46:24 69:3 70:1 70:10 Amended [7] 71:11 23:5 23:9 23:20 24:3 24:17 24: 19 30:1 47:16 48:8 54:17 54:18 72:14 [1] 20:16 22 13:13 13:16 13: 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 2003 [1] 14:16 48:8 54:17 54:18 72:14 [1] 20:16 Amendent [1] 71:1 Admirable [1] 71:1 American [1] 2:4 Amount [1] 71:1 20:16 124:04:02 [1] 71:1 20:16 Amitted [1] 37:17 Admitted [1] 37:17 Adwance [1] 44:17 Answer [1] 44:17	51:20 /1:15	7		
The state of the	2			[2] 7:14 7:18
[2] 54:8 66:23 20 [5] 6:20 14:1 15:7 33:8 33:16 2000 [6] 11:18 11:22 12:5 14:1 20:9 20:21 2001 [8] 10:21 12:13 12:21 13:1 13:4 13:7 13:10 13:11 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 20 03 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20 10:24:04:05 [1] 9:22 A (4] 8:15 10:10 10:25 71:12 Additional [4] 27:1 36:4 36:14 64:18 Additionally [1] 20:16 Additionally [1] 10:16 Additionally [1] 20:16 Adminal 20:16 Adminal 20:16 Adminal 20:16 Amending [1] 21:18 [1] 21:18 [1] 21:18 [1] 21:18 [) ·		
S			[4] 8:15 10:10 10:25 71:12	
[5] 6:20 14:1 15:7 33:8 33:16 2000 [6] 11:18 11:22 12:5 14:1 20:9 20:21 2001 [8] 10:21 12:13 12:21 13:1 13:4 13:7 13:10 13:11 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 2003 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:02 [1] 9:22 A ditionally [1] 20:16 Address [4] 6:14 6:22 21:10 21:13 Additationally [1] 10:16 Address [4] 15:8 15:12 33:9 46:16 Amended [3] 71:4 73:3 75:16 Amending [4] 15:8 15:12 33:9 46:16 Amendment [1] 71:1 American [1] 71:1 American [1] 2:4 Amount [1] 3:10 32:7 59:15 Admit [1] 23:25 Admitted [1] 37:17 Advance [1] 44:17 Amyle [1] 41:4 Amounts [5] 8:24 10:24 11:4 12:19 41:10 Ample [1] 41:4 Amounts [5] 8:24 10:24 11:4 12:19 41:10 Ample [1] 41:4 Amounts [5] 8:24 10:24 11:4 12:19 41:10 Ample [1] 41:4 Amounts [5] 8:24 10:24 11:4 12:19 41:10 Ample [1] 41:4	20	<u> </u>		
[6] 11:18 11:22 12:5 14:1 20:9 20:21 20 01 [8] 10:21 12:13 12:21 13:1 13:4 13:7 13:10 13:11 20 02 [13] 6:6 10:21 10:22 13:13 13:16 13: 23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 20 03 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20 : 10 : 24 : 04 : 02 [1] 7:21 20 : 10 : 24 : 04 : 05 [1] 9:22 [1] 11:18 11:22 12:5 14:1 20:9 20:21 [1] 12:15 [1] 20:16 Address [4] 6:14 6:22 21:10 21:13 Adjudicated [1] 10:21 Admirable [1] 71:1 American [1] 2:4 Amount [1] 12:4 Amounts [2] 13:25 Admitted [1] 3:17 Amounts [2] 13:17 Amounts [3] 9:7 20:14 37:6 Admitted [1] 12:13 Amounts [5] 8:24 10:24 11:4 12:19 41:10 Ample [1] 4:17 Ample [1] 4:14				1 ~ -
2001 [8] 10:21 12:13 12:21 13:1 13:4 13:7 13:10 13:11 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 2003 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:05 [1] 9:22 Address [4] 6:14 6:22 21:10 21:13 Adjudicated [1] 15:8 15:12 33:9 46:16 Amendment [1] 7:1 Admirable [1] 17:8 Admirable [1] 71:8 Admission [3] 9:7 20:14 37:6 Admit [1] 23:25 Admitted [1] 37:17 Advance [1] 4:17 Advance [1] 4:17				
[8] 10:21 12:13 12:21 13:1 13:4 13:7 13:10 13:11 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 2003 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:02 [1] 7:21 20:10:24:04:05 [1] 9:22 A			Address	
13:10 13:11 2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 2003 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:02 [1] 7:21 20:10:24:04:05 [1] 9:22 Admirable [1] 14:16 [1] 60:21 Admirable [1] 17:1 Admirable [1] 71:1 Admirable [1] 71:1 Admirable [1] 71:1 Admirable [1] 14:16 9	[8] 10:21 12:13 12:21 13:1 13:4 13:7	17:11 23:5 23:9 23:20 24:3 24:17 24:		
2002 [13] 6:6 10:21 10:22 13:13 13:16 13: 23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 2003 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:02 [1] 7:21 20:10:24:04:05 [1] 9:22 American [1] 2:4 Amount [9] 8:23 12:24 18:14 20:6 20:12 21:8 Admirable [1] 7:18 Admirable [1] 17:8 Admirable [1] 2:4 Amount [9] 8:23 12:24 18:14 20:6 20:12 21:8 Admitted [1] 37:17 Admitted [1] 37:17 Advance [1] 44:17 Answer [8] 32:18 33:23 38:8 50:11 50:15 60:	13:10 13:11	19 30:1 47:16 48:8 54:17 54:18 72:14		
23 14:5 14:8 14:11 14:14 33:6 51:24 51:25 2003 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:02 [1] 7:21 20:10:24:04:05 [1] 9:22 Amounts [1] 17:8 Admission [3] 9:7 20:14 37:6 Admit [1] 23:25 Admitted [1] 37:17 [1] 37:17 Amounts [5] 8:24 10:24 11:4 12:19 41:10 Ample [1] 41:4 Answer [8] 32:18 33:23 38:8 50:11 50:15 60:		0		American
51:25 2003 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:02 [1] 7:21 20:10:24:04:05 [1] 9:22 Admission [3] 9:7 20:14 37:6 Admit [1] 23:25 Admitted [1] 23:25 Admitted [1] 37:17 Advance [1] 44:17 Answer [8] 32:18 33:23 38:8 50:11 50:15 60:				
2003 [7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:02 [1] 7:21 20:10:24:04:05 [1] 9:22 Admit [1] 23:25 Admitted [1] 37:17 Admitted [1] 37:17 Admitted [1] 37:17 Admitted [1] 37:17 Admitted [1] 44:17 Answer [1] 32:18 33:23 38:8 50:11 50:15 60:	51:25		Admission	
7] 1:7 2:12 3:12 14:20 30:6 77:11 77: 14 20:10:24:04:02 9:30 123:25 Admitted 123:25 Admitted 137:17 14:4 12:19 41:10 Ample 137:17 Advance 14:417 Answer 133:18 33:23 38:8 50:11 50:15 60:		0/11		
20:10:24:04:02 9:30 Admitted [5] 8:24 10:24 11:4 12:19 41:10 Ample [1] 7:21 Advance [1] 9:22 A Answer [8] 33:18 33:23 38:8 50:11 50:15 60:				Amounts
[1] 7:21 20:10:24:04:05 [1] 9:22 A		9:30		
A Advance [1] 9:22 A A Advance [1] 44:17 Answer [8] 32:18 33:23 38:8 50:11 50:15 60:	[1] 7:21	[1] 2:13	• • • • • • • • • • • • • • • • • • • •	
[8] 32·18 33·23 38·8 50·11 50·15 60·		Δ		1
A.G. Advanced	1111 9:22			
PRECISION PEROPTING 1 TD		3 0	7 4	[0] 52.18 55.25 56.8 50.11 50.15 60.

Word Index 24 63:19 66:16 Answered [1] 17:1 Answering [1] 6:12 Answers [1] 34:2 Anyway [1] 75:18 Apart [1] 36:3 Appear [3] 6:25 16:14 66:2 APPEARANCES [2] 1:18 2:1 Appearing [1] 32:10 Applicable [4] 7:23 8:1 61:15 61:22 Application [2] 11:19 20:20 Appreciate [6] 24:24 64:10 66:12 70:19 71:9 72: Approaching [1] 23:2 Appropriate [13] 9:18 9:19 10:1 20:13 21:13 24:1 34:14 34:22 49:2 49:3 53:22 55:1 69: Argue [1] 10:16 Argues [1] 8:15 Argument [3] 61:8 66:6 66:9 Arose [1] 10:16 ARSD [2] 7:21 9:22 Articulate [1] 71:10 Aside [1] 58:15 Assets [1] 65:9 Assigned [1] 54:18 Assist [3] 18:22 23:19 44:2 Associated [6] 2:2 31:3 31:9 33:3 33:24 35:9 Association [1] 35:11 Assume [1] 18:25 Assuming [4] 34:7 35:3 52:2 74:16 Assumption [1] 74:21 Assured [1] 40:18 Attached [2] 12:12 77:11 Attempt [5] 3:13 39:12 55:8 69:4 70:4 Attempted [1] 41:23

Attempting

[2] 16:13 44:4

Attempts

Attested

Attorney

Audience

Authority

[3] 5:10 17:25 43:8

[1] 17:3

[1] 71:24

[1] 43:7

August

[1] 11:22

[21] 6:10 7:20 8:3 9:14 9:23 10:5 11: 19 12:14 15:5 15:12 19:19 38:18 38: 20 46:16 48:11 48:16 50:16 50:21 50: Authorize [6] 3:13 55:17 69:4 69:10 70:3 70:3 Authorized [3] 51:22 60:13 62:9 Automatic [2] 11:8 39:20 Available [2] 19:16 40:24 Avenue **[1]** 2:11 Avenues [1] 64:17 Await [2] 47:21 48:9 Aware [8] 6:24 28:5 28:9 33:11 33:14 33:20 36:8 53:8 B Badly

[1] 24:10 Bank [8] 2:1 2:2 4:6 35:2 35:5 38:25 44:8 51:20 Bankruptcy [10] 27:2 56:5 62:14 63:15 63:17 63: 25 64:1 65:5 65:9 65:18 Bar [1] 37:6 Barred [2] 10:6 54:22 Based [6] 19:6 19:7 20:2 23:21 27:10 28:10 Basis [4] 7:20 52:7 56:12 57:19 Become [1] 63:16 **Becomes** [2] 37:19 73:12 Becoming [1] 12:1 Begin [4] 6:2 6:22 31:8 43:19 Beginning [3] 71:23 75:2 75:25 Behalf [8] 4:21 6:5 21:1 21:18 32:11 50:25 70:23 74:9 Believes [2] 20:14 20:16 Beneficiary [1] 60:12 Berlin [1] 4:25 Best [8] 1:14 10:19 17:1 17:5 17:8 19:17 32:23 42:17 Better [1] 60:18 Between [12] 12:8 14:1 14:20 24:22 25:14 35: 25 57:6 58:16 59:11 59:13 59:17 63:1 Bigger [1] 18:16 Biggest [2] 29:1 29:14 Billed [1] 41:9 Bit [2] 42:12 48:22 Bjork [1] 1:17 Blau [2] 31:9 37:5

[53] 3:14 6:22 8:19 8:25 9:1 10:12 10: 13 10:17 10:18 10:20 10:21 10:23 10: 23 12:6 12:17 12:25 13:3 13:5 13:8 13:9 13:12 13:17 13:20 13:21 18:13 20:12 32:7 43:16 47:17 47:23 48:23 49:4 50:23 51:13 55:9 56:13 56:16 57: 24 58:4 58:22 59:16 59:18 60:4 60:8 61:6 61:12 61:12 61:19 66:5 67:20 67: 25 68:15 70:4 Bonded [1] 20:22 Bonding [18] 9:6 11:4 14:18 18:18 18:21 19:15 20:6 20:7 20:13 21:9 21:11 56:15 56: 23 57:5 65:23 68:9 68:10 68:17 Bonds [6] 10:15 54:20 55:13 61:10 69:5 70:9 Bonnie [1] 1:17 Books [4] 9:10 9:17 22:21 54:14 Brandon [2] 2:6 5:15 Bring [3] 15:3 46:22 72:16 Brought [2] 48:21 64:6 Bull **[1]** 43:3 [24] 1:10 4:4 5:17 5:18 5:25 28:18 28: 19 28:24 29:13 30:10 38:3 38:4 38:10 38:24 39:4 41:14 59:22 62:13 62:20 63:13 71:3 75:4 75:12 75:17 Business [7] 9:11 16:2 24:2 34:3 34:9 65:4 74:

 \mathbf{C}

Calculation

[1] 19:5

Calendar [2] 73:11 74:23 Cancelled [1] 13:4 Cancelling [1] 13:5 Candidly [1] 33:22 Capitol [4] 2:11 2:11 75:3 75:25 Care [3] 55:15 70:22 71:25 Careful [1] 34:1 Carrier [6] 7:1 16:25 17:19 26:5 29:6 29:19 Carriers [3] 23:16 26:13 29:4 Cart [1] 59:8 Case [6] 6:3 10:19 40:13 40:21 55:23 69:17 Cash [1] 44:20 Catastrophic [1] 6:25 Caution [1] 60:17 Cease [1] 63:3 Cell [1] 42:19 Cell's [1] 3:5 Certain [8] 18:19 25:23 31:12 31:22 32:5 64: 14 64:16 64:17 Certainly [19] 23:20 23:24 24:5 24:13 24:18 27:

17 29:20 32:2 34:4 41:12 53:18 55:19

55:20 69:13 69:23 71:11 71:20 72:15

Certificate [14] 6:10 7:20 8:3 9:14 9:23 10:5 11: 19 15:4 15:12 38:18 38:19 46:16 54:4 Certification [3] 7:25 10:7 20:23 Certified [1] 12:1 CERTIFY [1] 77:8 Certifying [2] 50:1 60:14 CHAIR [17] 5:9 30:20 32:25 33:7 33:21 35:1 35:9 35:13 35:21 55:3 55:6 55:16 64: 4 71:6 75:6 75:13 75:19 Chairman [121] 1:9 1:10 3:1 4:7 4:12 4:14 4:15 4:18 4:22 5:2 5:4 5:7 5:10 5:13 5:14 5:15 5:17 5:19 5:22 5:24 11:13 15:15 16:19 17:5 17:20 18:1 18:7 18:9 18: 24 19:21 19:23 20:1 20:24 21:17 22: 11 22:24 23:24 24:18 25:4 25:18 25: 25 26:6 26:11 26:18 27:21 28:2 28:6 28:10 28:15 30:4 30:18 30:21 34:13 34:17 34:18 35:16 35:22 35:23 36:5 36:9 36:13 37:10 37:20 37:25 38:3 38: 9 39:6 40:14 41:6 41:19 41:24 42:3 42:6 42:11 42:12 42:14 42:19 42:24 43:5 44:9 45:21 48:19 48:20 49:20 50: 10 51:2 51:17 51:18 52:9 53:2 53:9 53:17 55:3 55:5 55:11 56:8 57:10 59: 1 60:6 61:2 61:7 64:4 64:10 65:22 66: 12 67:15 69:2 70:21 70:22 71:5 71:6 72:1 72:2 73:4 74:8 74:11 74:18 74: 24 75:7 75:14 75:20 Challenge [4] 64:10 64:20 65:16 71:16 Challenges [2] 64:18 65:14 Challenging [1] 23:17 Chance [1] 48:6 Change [**5**] 27:15 47:1 47:3 53:16 62:1 Changed [2] 27:12 48:15 Changes [1] 52:23 Chapter [1] 7:24 Charge [1] 17:9 Charged [1] 41:10 Cheri [3] 1:22 77:5 77:18 Circuit [2] 58:25 67:24 Circuits [1] 45:16 Circumstances [2] 31:13 68:11 Citation [1] 47:8 Citizens [5] 11:12 57:8 65:10 65:12 65:20 City [2] 2:3 4:11 Claim [5] 10:16 15:1 57:18 59:15 67:20 Claiming [1] 12:3 Claims [14] 11:3 50:1 60:14 60:21 60:25 62:5 66:19 67:6 67:7 67:7 68:12 68:13 68: 14 68:21 Clarification [1] 56:9

Bob

Bond

[2] 5:21 30:10

[5] 39:5 42:10 43:11 50:8 52:11

Clarify

Clavel Companies [2] 57:19 73:25 Covered [19]2:132132235:435835:1139 [3] 56:15 57:12 68:9 Consistent **[1]** 12:19 344:1144:1444:1944214424458 [1] 9:21 Company Credit 45:1345:19464512352671:14 [16] 13:8 17:8 17:9 17:13 17:14 17:14 Consistently [37] 3:14 10:12 10:25 11:6 14:6 41:2 Clear 17:15 18:18 18:21 56:24 57:5 64:21 43:17 47:17 47:24 48:23 49:4 49:6 49: 10 49:12 49:21 50:6 50:23 51:14 54: [1] 31:16 B422356367:16 65:24 68:17 72:10 72:18 Consumer Clerical Company's 20 55:9 55:13 56:14 57:24 58:4 58:23 [9] 7:10 7:14 8:12 8:21 8:23 64:13 64: M3:1146:15522354:1 [1] 26:19 59:19 60:5 60:9 60:12 61:3 61:9 62:2 14 66:19 72:13 Client 67:5 67:20 69:5 70:5 70:9 Compel Consumers [7] 9:16 14:14 16:18 22:17 22:20 52: 12 54:12 **8**21:18244242525:1230831:14 Curiosity [17] 8:17 15:21 15:25 16:11 16:15 44: 502052:14 [1] 44:12 3 50:2 57:11 60:15 61:1 62:5 63:12 Clients 66:20 70:24 72:6 72:16 72:19 Curious Compelling 1123:12 [1] 15:17 Contact [1] 31:2 Close Competition [7] 18:18 40:23 41:5 41:15 41:23 52:4 Current 1108:16 [1] 16:8 [7] 8:21 8:23 10:13 10:22 12:16 15:14 Closing Contacted Complained [1]70:15 [1] 72:5 Customary [1] 7:10 Contacting COA [2] 9:11 13:12 Complaint [4]9241581510339 [1] 67:12 [1] 66:1 Customer [16] 9:1 12:22 13:17 13:21 13:23 14: 17 14:22 15:2 17:16 20:2 20:4 35:5 Collateral Contacts Complaints [5]3:1612:71220122438:17 [7] 7:4 7:5 8:13 15:21 66:24 66:25 72: [3] 13:19 17:14 35:20 38:11 39:17 54:17 59:25 Contempt Colleague Customers [1]319 Complete [1] 10:3 [35] 9:3 11:25 12:1 12:2 12:17 15:6 Collect [3] 14:16 15:2 71:7 Continue 15:18 16:8 16:13 23:14 23:19 24:11 M3912432444463:15 [6] 26:21 28:20 28:25 31:20 32:12 70: Completely 24:12 24:16 25:24 26:1 26:4 26:7 28: [2] 66:11 68:25 Collected 23 28:25 29:9 29:12 29:16 30:15 32: Continues [[]8:16 Compliance 22 33:16 39:13 40:5 40:9 40:13 41:9 Collecting [3] 1:4 3:5 9:6 [3] 14:25 31:20 37:15 56:1 61:16 64:25 67:8 Continuing 1167:11 Complied Customers' Collection [2] 61:22 72:23 [2] 30:14 30:17 [1] 24:5 1143:16 Contract Comply Cut [3] 7:23 53:20 61:14 [10] 7:12 44:13 45:13 45:14 45:15 46: Collections [5] 23:15 26:5 45:22 65:1 66:14 2 51:21 51:24 51:25 52:2 111633 Concede Cutting Contracts Coming [3] 61:11 61:19 61:23 [2] 42:12 42:25 []4224 [12] 7:8 8:16 9:5 12:11 38:12 38:15 Conceded 38:21 39:14 44:15 44:16 45:9 67:1 [6] 18:15 49:11 49:19 50:4 59:13 59: D Connencing Contractual **Z**2:12:43:16 [1] 26:13 D.C. Conceivably Comment [2] 4:24 4:25 Contrary [1] 58:24 12123650:12 Daily [1] 62:3 Concern Comments Conversation [1] 52:7 [10] 29:21 30:13 30:23 39:16 62:25 52563614381607749 [1] 71:22 Dakota 64:6 64:21 66:13 70:20 70:23 Commission [35] 1:2 2:6 2:10 2:12 3:3 5:22 7:2 8: Concerned Cooperate [104]1:114191:1126323436 [5] 30:16 33:22 56:2 57:11 64:9 [2] 8:11 24:15 17 11:12 11:21 11:25 15:6 25:22 32: 3:7383:103:12523666:76:156: 22 33:15 37:2 37:12 37:14 50:2 54:23 Сору 21623797:197258:788898: Concerning 56:1 60:15 60:25 61:15 61:23 62:5 65: 1081181494913919922925 [4] 7:12 33:19 40:25 46:18 [4] 19:14 21:8 29:11 40:9 10 65:13 65:20 66:20 70:24 72:20 77: 1041011114117112312:1312: Concerns Corp 1613:113:714514:1215:415:715: [6] 29:24 29:25 30:3 32:21 59:1 65:23 [1] 35:15 Danger 11163161720420820152019 Corporate Concession 202321:1221:1621:1921:222225 [1] 62:14 [1] 17:21 [1] 62:11 23327:1427:1630330531:1732: Data Concluded Corporation 932:1933936:1736:1836223624 [5] 14:4 14:10 14:22 14:24 72:22 [23] 3:17 8:25 10:9 11:1 12:8 12:10 [1] 76:2 4394322446502253:18532554: Database 12:23 13:25 14:7 17:22 35:2 35:18 35: 15419542454255525815824 Concur [1] 17:9 20 35:25 39:8 39:11 39:14 41:16 49: 5925935911612566867368: **[3]** 71:11 74:6 75:6 22 51:3 62:22 63:2 69:7 Date 1368204984925703707708 Condition [16] 9:25 10:22 13:12 13:17 13:20 24: 701671:1872873375875:1075: Corporation's [1] 33:10 23 47:6 47:7 47:10 51:23 55:14 72:22 [1] 62:19 Conditions 73:13 73:15 73:17 73:24 Commission's Correct [1] 7:24 Dated [15] 3:22 19:4 33:5 38:7 39:2 39:3 44: [6]3:156:1954654:1058:1759:14 Confer [1] 77:13 19 44:21 45:7 46:4 46:15 53:25 61:4 Commissioner [1] 25:12 Dave 75:19 77:12 **38**1:104:4585:18525651922 Conference [1] 1:15 Correction 21:424926:1728:1828:1928:2228: [1] 3:20 [2] 3:11 47:6 Days 2429.132921.30.1030.19383384 Confidential **[1]** 74:16 38:10382439:440:1641:1441:18 Corrections [5] 19:3 19:6 19:8 19:10 19:11 5545612592262:13622063:13 Deadline [1] 47:12 Conflicted 64570:1971:375:475:1275:17 [5] 14:19 23:2 73:12 73:12 74:20 Counsel Commissioner's **[1]** 64:11 Dealer [11] 4:20 25:13 32:14 32:14 36:20 37: F461:1261:206666612 Confronted 4 37:8 37:11 37:16 37:22 41:15 [1] 10:15 Commissioners **[1]** 64:11 Dealings COUNTY I3128:1651:16738 Confused [1] 40:9 [1] 77:3 Commissioners' [1] 52:15 Couple December 1166:13 Consequence [15] 12:7 12:13 13:11 14:14 14:16 14: [4] 25:19 33:2 42:1 48:21 [**2**] 44:1 44:2 Communication 17 14:18 14:19 14:20 31:11 33:3 33:4 Course 33:6 33:25 47:7 **M**129 Consider [3] 22:18 60:18 70:25 Deceptive Communications [2] 24:21 63:21 Court Consideration [1] 9:2 511221251423566621 [3] 58:25 67:24 69:9 Decide Communications/Alterna [3] 34:14 64:2 70:20 Courtesy [1] 49:3 Considerations M35 [1] 32:16 Decided Communications/Alterna-Cell [1] 68:7 Cover Considered [1] 70:7 **[3]**1:192511:18 [1] 34:20 Decision [4] 19:2 19:10 36:25 46:23 Communications/Alterna-Cell' Coverage [5] 3:15 36:24 48:4 58:23 68:21 21:435 Considering [3] 9:1 12:18 20:7 Declare

	Word Index			
		[1] 65:17	[4] 7:17 16:10 40:20 57:20	Faxed
	Deem	Division	Exact	[3] 41:2 41:23 71:24
	[1] 9:19	[1] 68:2	[3] 7:15 65:1 68:11	February
	Defer	Docket	Exactly	[2] 13:13 15:1
	[2] 44:24 74:2	[1] 67:17	[3] 41:22 59:4 67:21	Feverishly
	Definitive [1] 27:6	Document [2] 39:25 40:3	Examining [3] 26:25 30:21 56:4	[1] 27:5 Few
	Delinquent	Documentation	Exceed	[1] 19:25
	[1] 16:11	[2] 31:22 32:5	[1] 11:3	File
I	Demanding	Documents	Excellent	[6] 8:8 13:20 13:22 14:22 70:15 71:17
	[1] 14:21	[7] 14:15 23:1 39:9 41:20 52:13 53:15 60:10	[1] 70:19	Filed
- 1	Demands [2] 13:20 13:21	Dollars	Excuse [1] 54:13	[4] 13:14 15:14 19:8 39:9 Files
l	Deposits	[1] 65:21	Executed	[5] 11:19 14:11 14:14 15:9 68:4
l	[2] 33:15 61:17	Done	[1] 60:13	Filing
	Designated	[6] 17:17 24:22 31:17 58:17 68:16 73: 23	Executing	[14] 12:22 13:12 13:14 13:17 13:20
	[1] 8:11	Door	[1] 57:23 Exercise	14:3 14:17 14:23 15:2 19:6 20:4 20: 17 27:3 73:2
-	Designed [1] 60:5	[2] 70:14 70:16	[1] 41:7	Filings
	Detailed	Douglas	Exhibited	[1] 20:18
1	[2] 29:23 67:11	[1] 1:16	[1] 10:3	Finagled
	Determine	Down [2] 37:8 47:14	Exist	[1] 75:20
	[1] 59:20 Determined	Due	[2] 31:22 31:24 Existed	Finally [1] 9:21
	[1] 59:23	[6] 13:14 41:7 45:15 57:17 68:6 73:9	[1] 31:13	Finance
	Determines	Duly-appointed	Existing	[37] 3:17 8:25 11:1 11:9 12:8 12:10
	[2] 10:1 54:24	[1] 77:8	[2] 29:12 37:18	12:23 13:25 14:7 35:2 35:10 35:12 35:
	Developed	During [6] 10:16 13:17 14:3 20:20 21:14 55:	Exists	14 35:18 35:20 35:25 38:16 39:14 39: 19 40:23 41:8 41:16 41:20 43:17 43:
	[1] 32:17	[6] 10:10 13:17 14:3 20:20 21:14 33:	[2] 8:5 31:15	23 47:18 47:25 49:21 49:24 51:3 62:
	Different [1] 56:5		Expanding [1] 30:17	10 62:19 62:21 63:2 68:23 69:6 70:15
	Difficult	${f E}$	Explain	Financed [8] 8:24 12:10 38:15 38:22 38:23 39:
	[4] 33:1 34:8 64:20 65:10	East	[1] 16:19	13 44:4 63:4
	Difficulty	[1] 2:11	Explained	Financial
	[1] 15:23	Effect	[1] 27:7	[17] 2:1 2:2 4:6 8:8 9:8 13:15 13:22
	Digest [1] 73:22	[9] 3:18 10:18 10:22 13:9 17:15 17:16	Explaining [1] 27:16	34:16 35:1 35:5 39:8 39:11 44:8 51: 20 63:4 65:23 71:15
	Diligence	43:23 52:3 67:4 Effective	Explanation	Financing
	[1] 41:7	[1] 10:20	[1] 34:6	[5] 6:24 27:2 38:6 38:11 43:24
	Direct	Effort	Explicit	Findings
	[2] 6:18 17:25	[2] 51:4 71:9	[1] 62:2	[1] 59:7
1	Disagree [1] 20:6	Efforts	Extent [17] 21:21 22:3 23:18 24:12 24:15 25:	Fine [2] 45:3 66:14
	Disagreement	[1]41:4 Either	12 27:9 29:24 31:15 31:19 32:19 37:	Fines
	[1] 21:8	[9] 7:7 10:7 16:6 37:5 55:24 69:7 69:	14 37:19 40:8 41:19 41:21 50:21	[2] 9:15 54:8
	Disagreements	19 74:1 74:4	T	First
	[1] 32:7	Employed	F	[5] 4:3 12:21 33:18 46:7 51:24
	Disbursement [1] 59:16	[1] 35:17 End	Fact	Five [1] 33:2
	Disbursements	[4] 17:13 43:4 45:24 75:23	[6] 9:3 16:14 29:22 59:5 65:14 71:16	Fix
	[7] 56:13 56:23 56:25 57:2 58:10 58:	Ended	Facts [2] 27:18 49:1	[1] 47:8
	21 68:24	[1] 68:17	Factual	Flagrant
	Disclose [2] 9:3 22:17	Engaged	[2] 25:8 57:19	[2] 6:16 6:18
	Disconcerting	[1] 9:2 Ensure	Failed	Flooded [1] 7:4
	[1] 33:23	[1] 73:9	[9] 8:6 8:8 8:11 8:19 8:20 8:25 9:9 20:	Fluid
	Disconnected	Ensures	11 45:15 Failing	[1] 27:8
	[1] 16:24	[1] 41:9	[1] 9:3	Flush
	Discovery [1] 53:14	Entitled	Fails	[1] 48:22 Focus
	Discrepancy	[2] 22:1 48:2 Entity	[1] 49:7	[3] 29:4 29:5 29:10
	[1] 18:13	[1] 10:9	Failure [4] 6:25 7:22 9:9 13:6	Follow
	Discuss	Entrust	Fair	[2] 37:16 38:25
	[6] 15:19 23:8 48:14 50:20 51:4 55:20	[1] 30:2	[1] 73:9	Following
	Discussed [3] 19:2 29:3 30:1	Errors	Faithfully	[4] 22:13 53:24 54:3 60:14 Forbidding
	Discussing	[3] 3:11 46:15 54:1 Especially	[2] 61:14 61:21	[1] 8:18
		[1] 49:6	Fall [1] 73:1	Force
	[1] 24:24			[1] 62:14
	[1] 24:24 Disparity	Essential	IKAISE	
	Disparity [1] 6:23	Essential [1] 58:19	False [1] 8:14	Forced
	Disparity [1]6:23 Dispute	[1] 58:19 Essentially	[1] 8:14 Familiar	Forced [2] 63:14 63:25
	Disparity [1] 6:23 Dispute [1] 49:17	[1] 58:19 Essentially [4] 6:25 9:20 36:19 49:16	[1] 8:14 Familiar [2] 16:1 33:8	Forced [2] 63:14 63:25 Form
	Disparity [1] 6:23 Dispute [1] 49:17 Disregard	[1] 58:19 Essentially [4] 6:25 9:20 36:19 49:16 Establish	[1] 8:14 Familiar [2] 16:1 33:8 Far	Forced [2] 63:14 63:25
	Disparity [1] 6:23 Dispute [1] 49:17 Disregard [1] 6:19 Disruption	[1] 58:19 Essentially [4] 6:25 9:20 36:19 49:16 Establish [1] 67:18	[1] 8:14 Familiar [2] 16:1 33:8 Far [5] 21:25 30:24 31:11 52:21 66:5	Forced [2] 63:14 63:25 Form [3] 8:10 35:12 67:10 Forma1 [3] 36:22 36:25 67:12
	Disparity [1] 6:23 Dispute [1] 49:17 Disregard [1] 6:19 Disruption [1] 23:16	[1] 58:19 Essentially [4] 6:25 9:20 36:19 49:16 Establish	[1] 8:14 Familiar [2] 16:1 33:8 Far [5] 21:25 30:24 31:11 52:21 66:5 Farassat	Forced [2] 63:14 63:25 Form [3] 8:10 35:12 67:10 Forma1 [3] 36:22 36:25 67:12 Forney
J	Disparity [1] 6:23 Dispute [1] 49:17 Disregard [1] 6:19 Disruption [1] 23:16 Distance	[1] 58:19 Essentially [4] 6:25 9:20 36:19 49:16 Establish [1] 67:18 Established [1] 68:1 Event	[1] 8:14 Familiar [2] 16:1 33:8 Far [5] 21:25 30:24 31:11 52:21 66:5 Farassat [10] 2:2 3:23 4:2 4:3 4:3 4:6 35:7 45: 1 45:5 71:14	Forced [2] 63:14 63:25 Form [3] 8:10 35:12 67:10 Forma1 [3] 36:22 36:25 67:12 Forney [1] 1:17
J	Disparity [1] 6:23 Dispute [1] 49:17 Disregard [1] 6:19 Disruption [1] 23:16 Distance [6] 15:22 50:3 58:2 59:21 62:6 66:21	[1] 58:19 Essentially [4] 6:25 9:20 36:19 49:16 Establish [1] 67:18 Established [1] 68:1 Event [3] 50:5 57:5 62:7	[1] 8:14 Familiar [2] 16:1 33:8 Far [5] 21:25 30:24 31:11 52:21 66:5 Farassat [10] 2:2 3:23 4:2 4:3 4:3 4:6 35:7 45: 1 45:5 71:14 Farris	Forced [2] 63:14 63:25 Form [3] 8:10 35:12 67:10 Formal [3] 36:22 36:25 67:12 Forney [1] 1:17 Forth
Ĵ.	Disparity [1] 6:23 Dispute [1] 49:17 Disregard [1] 6:19 Disruption [1] 23:16 Distance [6] 15:22 50:3 58:2 59:21 62:6 66:21 Distinction	[1] 58:19 Essentially [4] 6:25 9:20 36:19 49:16 Establish [1] 67:18 Established [1] 68:1 Event [3] 50:5 57:5 62:7 Events	[1] 8:14 Familiar [2] 16:1 33:8 Far [5] 21:25 30:24 31:11 52:21 66:5 Farassat [10] 2:2 3:23 4:2 4:3 4:3 4:6 35:7 45: 1 45:5 71:14 Farris [1] 1:16	Forced [2] 63:14 63:25 Form [3] 8:10 35:12 67:10 Formal [3] 36:22 36:25 67:12 Forney [1] 1:17 Forth [2] 7:23 39:20
.7	Disparity [1] 6:23 Dispute [1] 49:17 Disregard [1] 6:19 Disruption [1] 23:16 Distance [6] 15:22 50:3 58:2 59:21 62:6 66:21	[1] 58:19 Essentially [4] 6:25 9:20 36:19 49:16 Establish [1] 67:18 Established [1] 68:1 Event [3] 50:5 57:5 62:7	[1] 8:14 Familiar [2] 16:1 33:8 Far [5] 21:25 30:24 31:11 52:21 66:5 Farassat [10] 2:2 3:23 4:2 4:3 4:3 4:6 35:7 45: 1 45:5 71:14 Farris	Forced [2] 63:14 63:25 Form [3] 8:10 35:12 67:10 Formal [3] 36:22 36:25 67:12 Forney [1] 1:17 Forth

Word Index

[2] 30:25 31:5 Forward [10] 26:23 32:13 32:15 34:6 50:14 50: 18 61:24 70:12 72:17 74:4 Four [2] 14:3 33:2 Frame [1] 55:16 Frankel [77] 1:19 2:5 4:19 4:20 4:23 4:24 5:1 5:3 18:2 18:4 18:5 18:8 18:18 18:24 19:12 19:12 20:25 21:3 21:21 22:22 23:7 24:8 25:1 25:2 25:9 25:23 26:2 26:8 26:16 26:24 27:24 28:4 28:8 28: 13 28:22 29:2 29:20 30:9 30:21 31:8 33:5 33:17 35:24 36:2 36:7 36:10 36: 12 37:5 37:13 37:24 38:9 38:14 39:7 39:24 41:6 41:12 46:8 46:12 47:11 47: 13 47:20 48:1 48:11 50:10 50:15 52:9 52:15 53:7 53:19 56:2 57:14 64:24 64: 24 74:8 74:10 74:13 74:19 Frazier [35] 1:13 6:4 6:5 15:20 16:23 18:12 19:5 36:15 40:14 40:15 41:17 41:22 43:20 46:21 47:3 49:5 49:23 53:10 53: 11 56:9 56:10 56:11 57:22 59:10 59: 24 61:11 62:16 62:24 65:25 67:2 67: 22 70:11 70:18 74:5 74:6 Free [1] 72:11 Freeze [1] 65:9 Front [1] 59:8 Full [1] 21:11 Fully [2] 61:21 68:25 Funds [1] 65:11 Furnished [1] 8:13 Future

G GAAP [2] 46:25 47:8 Gary [4] 1:10 5:8 5:24 34:17 General [4] 6:12 22:7 27:25 28:3 Generally [1] 22:13 Gentlemen [1] 28:11 George [2] 2:5 5:4 Given [3] 56:14 58:7 63:6 Golden [2] 2:5 5:6 Grain [1] 10:15 Grant [3] 3:8 3:10 53:25 Granted [2] 7:18 55:2 Granting [3] 6:9 12:14 14:13 Great [2] 42:25 51:6 Greg [1] 1:14 Grenade [1] 64:7 Group [2] 2:4 10:9 Guess [7] 17:1 23:4 29:13 48:22 59:9 60:23 61:24

[3] 26:20 29:12 54:23

[10] 2:2 3:23 4:1 4:2 4:3 34:15 35:3 38:25 44:9 44:24

H

Hac [1] 37:18 Hammered [1] 51:5 Hand [2] 64:7 65:8 Handed [1] 68:9 Handle [1] 72:8 Hanson

[24] 1:10 5:8 5:9 5:24 30:19 30:20 32: 25 33:7 33:21 35:1 35:9 35:13 35:21 55:3 55:4 55:6 55:16 64:4 64:5 70:22 71:6 75:6 75:13 75:19

Happy [4] 23:10 29:21 40:7 50:23 Hard

[3] 65:3 65:4 66:8 Hard-pressed [1] 66:8

Harlan [2] 1:14 17:1 Harm [2] 7:15 65:7 Harmed **[1]** 64:15 Harry

Hay [1] 2:6 Heads [1] 66:18 Hear

121 2:6 5:13

[3] 46:17 69:25 73:16

Heard

[9] 21:12 22:10 42:10 43:11 43:14 48: 6 49:1 52:14 64:22

Hearing [**56**] 3:10 7:18 9:13 21:5 21:15 21:23 22:2 22:4 22:8 24:20 24:23 25:14 25: 15 32:9 32:11 34:7 36:19 36:21 36:22 36:25 37:7 45:4 46:11 47:22 48:2 48: 5 48:9 48:25 49:1 49:14 50:7 50:8 50: 19 51:5 51:10 52:14 52:22 53:3 54:2 55:14 58:18 59:6 60:19 69:16 69:19 69:21 70:8 70:16 72:22 73:15 73:19 73:24 74:12 75:1 75:1 75:24

Heather [1] 1:17 Held [3] 2:9 58:11 75:2

Help

[3] 23:14 24:16 72:19 Helping

[1] 43:6 HEREBY [1] 77:8 Historical [2] 11:15 32:1 Historically

[1] 36:17 History [2] 30:22 30:24

Hit [2] 56:18 62:22 Hoc

[3] 3:2 6:1 75:23 Hold

[1] 10:5 Holder [1] 9:23 Holding

[3] 10:7 12:3 75:1 Honestly [1] 60:23

Honored [2] 40:22 63:8

Honoring [1] 40:19 Hope [1] 73:25 Hopefully [1] 53:20 Hopes [2] 43:22 44:2 Hoping [2] 15:21 16:15

Horizon T11 56:3 Horse [1] 59:9 Hot [1] 72:13

HUGHES [1] 77:3 Hundreds [1] 7:2

I

Idea [1] 26:19 Imagine [2] 65:3 65:5 Immediate [1] 51:12 Immediately [1] 63:24 Impartial [1] 73:10 Imperative [1] 63:10 Implied

[1] $\overline{2}5:6$ Imposed [3] 7:24 9:16 54:9 Impression [1] 30:12

In-state [5] 37:4 37:8 37:11 37:16 37:22

Inaccurate [2] 8:22 20:21 Inappropriate [1] 64:19

Inappropriately [1] 55:22

Inaudible [2] 60:11 60:16 Inc [1] 2:3

Inception [2] 6:14 20:22 Include

[7] 16:3 27:1 27:2 51:9 53:3 54:3 70:

Including [2] 20:18 21:10 Incomplete [2] 14:24 20:21 Incorrect [1] 27:13 Increase [1] 20:11

Indemnity [4] 12:6 12:25 13:3 13:8 Indicate

[5] 21:7 48:16 50:16 50:22 62:23 Indicated

[6] 13:5 48:13 52:17 56:16 62:20 62:

Indicates [1] 12:9 Indicating

[5] 11:10 11:23 12:23 13:19 15:22 Indication

[1] 39:9 Individual [1] 66:25

Individual's [1] 17:14 Individually [1] 10:8 Inform [1] 55:20

Information [37] 8:21 8:22 12:22 13:12 13:17 13: 21 13:24 14:4 14:9 14:18 14:22 14:25 15:2 19:7 19:10 20:3 20:19 22:25 30: 22 30:25 31:5 31:11 31:12 31:15 33: 18 34:4 34:5 34:10 67:11 71:20 72:15 72:19 73:21 73:22 73:25 74:1 74:3

Informed [1] 17:10 Inquiries [1] 8:12 Insolvency [2] 62:25 63:11 Inspection

[1] 14:15 Instability [1] 63:5 Instance

[2] 34:15 68:8 Instances [1] 68:8 Instruments [1] 57:23 Insufficient

[1] 8:22

Insurance [6] 10:24 12:6 12:25 13:2 13:3 13:8

Intelligently [2] 25:10 25:16 Intend

[4] 19:18 30:1 48:13 64:7 Intent [1] 43:21

Intention [1] 38:19 Interest [2] 28:12 30:5 Interested

[2] 34:12 73:16 Interexchange [5] 7:22 8:4 11:20 11:24 12:15

Intimately [1] 33:8 Introduced

[1] 57:20 Investigation [1] 8:12

Involved [3] 6:13 32:12 38:16 Involves [1] 72:17 Involving

[2] 46:7 47:17 Irrevocable

[1] 14:6 Issue [33] 3:7 6:8 10:11 11:5 11:7 11:15 15:

19 16:7 16:7 18:13 21:19 21:22 22:17 22:19 23:3 23:25 36:16 40:18 41:1 48: 8 49:13 49:17 50:6 50:9 54:1 55:13 55:18 60:8 60:23 61:19 63:1 66:25 70:

Issued [14] 6:10 8:18 9:17 10:24 10:25 11:6 12:13 14:3 14:7 14:9 14:13 15:7 22:3 54:12

[33] 6:15 9:13 15:11 21:5 21:6 21:10 21:14 21:23 21:25 22:2 22:5 22:10 25 8 25:11 25:15 25:17 32:8 32:24 34:21 47:15 47:20 48:2 48:3 48:4 48:21 50: 19 52:22 54:3 56:15 57:6 63:9 69:16 72:6

Itself [3] 19:9 39:25 49:25

Gwen

Led Z 26:21 20:21 Z 20:21	VVord Index	[6] 9:24 18:19 18:20 18:23 33:13 68:3	[6] 10:3 23:9 27:25 40:8 48:14 54:21	[1] 9:23
Legal 1 20 20 20 20 20 20 20	l J	Led	Matter	Names
10 13 13 13 13 13 13 13	Jacobson	[2] 6:21 20:21		
Company Comp	[1] 1:15			
11 12 13 13 13 13 13 13	James		1	
Company Comp				[5] 16:4 29:8 37:17 37:19 48:15
17.1m	January 191 14:20 14:23	Legally		Need
				[14] 3:24 24:22 29:14 49:25 51:9 52:
Total Color Colo		Legitimate		
20 24 23 23 23 23 23 23 23	Joe			l .
Mean March Mean				
439.42.04.92.16.12				
Joint [1] 153 Jon 154, 154, 154, 154, 154, 154, 154, 154,	43:9 43:20 45:21 61:2			
10 10 10 10 10 10 10 10	Joint	[44] 3:14 10:12 10:25 11:6 11:23 12:9	Meeting	
John 19.05 420 18.17 19.12 59.12 492.14 942.14 942.14 942.15 945.05 344 585.05 345.	[1] 15:3	16 47:17 47:23 48:23 49:4 49:6 49:10	18 41:2 48:5 55:25 55:25 71:23 75:23	
Strict S		49:12 49:21 49:24 50:6 50:23 51:13		
		54:20 55:9 55:13 56:13 57:24 58:4 58: 23 50:18 60:4 60:8 60:11 61:3 61:0		1
Judgment				
11 12-17 12-17 1				
Judgment	[1] 57:3			1
	Judgment		Mentioned	Nichels
			[2] 27:22 46:5	
	UULY [4] 13:18 13:23 14:1 51:25			
		Light	1	
Table Tabl		[2] 38:13 39:23		
[24] 17.242 32.11 31.1	June			Nonprepaid
23 72.25 73-11 73-12 73-15 73-19 74: 1 12 × 12 1 × 12 × 13 × 13 × 13 × 13 × 13				[1] 30:14
12 74:20 75:27 75:25 77:11 77:14 Dine Hill 5:20 5:24 18:4 28:16 34:24 35:14 Hill 5:20 5:24 18:4 28:12 38:16 Norce of the first of the fir				
				Nonrecovery
Lister	[1] 10:4	35:15 35:17 43:6 66:14 72:13		
Notary 14320 13124 1312 13127 1312 13127 1312 13127 1312 13127 1312 13127 1312 13127 1312 13127 1312 13127 131	T/			
14.8 14.8	Λ			Notary
	Keep			
		Listening		
			1 ~ ~	
1139:18 Loomie				
Signature Sign	[12] 1:13 6:5 19:15 20:5 27:7 32:17		Money	
Sign 2022 433 30222 1			1 58:3 58:10 62:18 62:19 63:11 63:12	69:18 69:21 74:16
Rnowledge [13] 25:19 26:9 26:12 27:7 27:11 27: 19 28:11 29:11 40:1 40:5 41:18 63:6 13 67:17 67:17 69:15 73:11 74:23 Looking [12] 19:4 21:4 22:12 34:6 56:18 58:4 61:3 67:17 67:17 69:15 73:11 74:23 Looking [13] 19:16 37:21 40:1 Months [1] 19:16 37:21 40:1 Looking [13] 19:16 40:10 40:			68:22 69:1	1
132 13 13 13 13 13 13 13		[2] 73:14 75:24	Moneys	
Signature Sign		[12] 19:4 21:4 22:12 34:6 56:18 58:4		
Rooks 13 17:3 17:7 32:23 13 15:16 37:21 40:1 14:10 10 14:10 10 14:10 10 14:10 10 14:10 16:16 20:15 17:12 51:12 52:10 75:9 16:16 16:15 17:11 17: 19 18:16 18:19 18:23 19:6 19:8 19:9 16:24 22:5 24:3 25:11 27:8 47:16 48:8 48:8 48:8 47:16 48:8 48:8 48:8 48:9 48:10		61:3 67:17 67:17 69:15 73:11 74:23		
[3] 19:16 37:21 40:1 Kohane [I] 4:10 Louder [I] 43:3 Loudly Loudly Loudly Louk Lack [I] 9:8 Landing [I] 19:5 49:24 57:24 60:20 61:23 62:2 Kapinage [I] 49:5 49:24 57:24 60:20 61:23 62:2 Kapinage [I] 5:13 1:10 33:4 33:25 45:22 52:2 Late [I] 5:13 1:10 33:4 33:5 Lage [I] 15:23 Lamber [I] 19:23 Maintain [I] 19:10 16:9 Maintaining [I] 19:22 Managed [I] 19:23 Managed [I] 19:21 15:24 16:15 53:24 Managed [I] 19:21 15:23 16:1 16:7 16:15 17:11 17: Numbers [I] 19:18:16 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:72 27:72 77:10 Numbers [I9] 18:16 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:72 27:17 72:12 Numbers [I9] 18:10 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:4 72:4 72:11 72:14 Numbers [I9] 18:10 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:4 72:4 72:11 72:4 Numbers [I9] 18:10 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:4 72:4 72:11 72:14 Numbers [I9] 18:16 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:4 72:4 72:11 72:14 Numbers [I9] 18:16 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:4 72:4 72:11 72:14 Numbers [I9] 18:16 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:4 72:4 72:11 72:14 Numbers [I9] 18:16 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:4 72:4 72:11 72:14 Numbers [I9] 18:16 18:19 18:23 19:6 19:8 19:9 21:6 22:5 24:3 25:11 27:8 47:16 48:8 54:18 56:12 26:7 70:15 19] 18:16 18:19 18:2 23:10 23:4 22:10 23:20 22:3 23:11 27:8 47:12 47:12 47:21 47:10 47:2 10:18 16:10 19] 18:16 18:19 18:2 23:10 23:4 22:10 23:20 22:10 23:1				
Rohane Louder				
[I] 4:10 Loudly [1] 42:17 Luck [1] 9:8 Landing [I] 49:5 49:24 57:24 60:20 61:23 62:2	Kohane		Morning	[24] 15:23 16:1 16:7 16:15 17:11 17:
Lack [1] 9:8 Lack [1] 9:8 Landing [1] 66:4 Motion [36] 3:8 3:9 3:11 6:7 12:12 14:11 14: [1] 14:15:10 22:8 33:20 34:20 37:5 Language [7] 49:5 49:24 57:24 60:20 61:23 62:2	[1] 4:10			19 18:16 18:19 18:23 19:6 19:8 19:9
Lack [I] 9:8 Landing Landing [I] 73:13 Mailed [I] 49:5 49:24 57:24 60:20 61:23 62:2 67:4 Large [I] 56:18 Large [I] 56:18 [I] 56:18 Last [I] 15:17 Late [I] 15:23 Managed [I] 15:23 Managed [I] 15:23 Managed [I] 68:9 Managed [I] 68:0 March [I] 68:0 March [I] 68:0 Mastel [I] 33:18 Numbers [I9] 15:17 16:5 16:9 16:12 16:18 16: 19 15:17 12:12 14:11 14: 19 15:12 23:20 24:62 4:17 24:19 30:1 48:15 54: 17 Numerous [I] 15:17 5:15 75:16 Numbers [I9] 15:7 16:5 16:9 16:12 16:18 16: 19 16:18 10:15 23:5 23:9 23:12 23:20 24:62 4:17 24:19 30:1 48:15 54: 17 Numerous [I] 11 10:17 15:13 15:13 13:13 33:13 34:13 41:23 Move [II] 10:17 15:21 15:24 16:15 53:24 64:3 70:23 73:5 74:3 74:25 75:1 Managed [I] 68:9 March [I] 66:20 15:3 15:7 30:6 33:8 33:16 Martin [I] 12:4 Name [I] 33:18 Numbers In 19:15 17:16: 5 16:9 16:12 16:18 16: 11 5:17 10:15 12:1 15:12 14:11 14: 12 3:20 24:62 4:17 24:19 30:1 48:15 54: 17 Numerous [I] 11:10:17 15:21 15:24 16:15 53:24 64:3 70:23 73:15 37:13 34:13 41:23 48:13 48:17 50:17 50:17 50:22 52:20 Object [II] 10:17 15:21 15:24 16:15 53:24 64:3 70:23 73:5 74:3 74:25 75:1 Multiple [I] 66:20 15:3 15:7 30:6 33:8 33:16 Martin [I] 2:4 Name [I] 31:12 42:20 22:23 46:9 46:12 47: 12 47:13 47:22 69:7 69:23 74:12 74: 14 74:20 Objections [I] 31:12 42:20 02:23 46:9 46:12 47: 12 47:13 47:22 69:7 69:23 74:12 74: 14 74:20 Objections [I] 31:12 47:20 Objections [I] 31:12 47:20 Objections	Υ	7 [1] 42:17		
Lack		Luck		I .
I 19:8		[1] 66:4		[19] 15:17 16:5 16:9 16:12 16:18 16:
Tanguage		N. A.	13 14:14 15:10 22:8 33:20 34:20 37:5	
Language [7] 49:5 49:24 57:24 60:20 61:23 62:2 67:4 Main Large [8] 56:18	Landing	IVI.		
[7] 49:5 49:24 57:24 60:20 61:23 62:2 67:4 Large [1] 56:18 Last [6] 5:1 31:10 33:4 33:25 45:22 52:2 Late [1] 15:23 Managed [1] 68:9 March [1] 68:9 March [1] 8:1 Learned [1] 8:1 Learned [1] 33:18 [1] 41:22 Main Motions [9] 6:3 15:14 33:12 33:13 34:13 41:23 46:6 46:14 52:23 Move [1] 10:17 15:21 15:24 16:15 53:24 64:3 70:23 73:5 74:3 74:25 75:1 Managed [1] 37:10 Multiple [1] 37:10 Multiple [1] 67:1 Name [6] 4:1 4:3 5:1 5:20 5:21 17:9 [2] 56:25 70:15				■
Large [I] 56:18 Last [G] 5:1 31:10 33:4 33:25 45:22 52:2 Late [3] 31:10 33:4 33:5 Law [10] 22:21 36:25 37:12 37:14 54:7 54: 11 54:25 61:15 61:23 66:7 Laws [1] 8:1 Learned [I] 33:18 [2] 7:1 8:6 Maintain [2] 9:10 16:9 Maintaining [1] 15:23 Move [11] 10:17 15:21 15:24 16:15 53:24 64:3 70:23 73:5 74:3 74:25 75:1 Managed [1] 37:10 Multiple [1] 37:10 Multiple [1] 67:1 Name [1] 2:4 Mastel [3] 2:3 4:8 4:9 Name [6] 4:1 4:3 5:1 5:20 5:21 17:9 [2] 56:25 70:15	[7] 49:5 49:24 57:24 60:20 61:23 62:2		71:11 75:11 75:15 75:16	[3] 14:2 14:21 66:3
[I] 56:18 Last [G] 5:1 31:10 33:4 33:25 45:22 52:2 Late [Alignature of the color of				
Last [6] 5:1 31:10 33:4 33:25 45:22 52:2	Large			U
[6] 5:1 31:10 33:4 33:25 45:22 52:2 Late [1] 15:23 Managed [1] 68:9 March [1] 22:21 36:25 37:12 37:14 54:7 54: 11 54:25 61:15 61:23 66:7 Laws [1] 8:1 Learned [1] 33:18 Maintaining [1] 10:17 15:21 15:24 16:15 53:24 64:3 70:23 73:5 74:3 74:25 75:1 Mr. Frankel [1] 37:10 [1] 10:17 15:21 15:24 16:15 53:24 48:13 48:17 50:17 50:22 52:20 52:23 53:1 53:13 58:10 58:20 68:24 Objecting [2] 52:17 57:15 Objection [13] 21:24 22:20 22:23 46:9 46:12 47: 12 47:13 47:22 69:7 69:23 74:12 74: 14 74:20 Objections [1] 33:18 Name [6] 4:1 4:3 5:1 5:20 5:21 17:9 [2] 56:25 70:15				
Late [3] 31:10 33:4 33:5 [1] 15:23 Managed [1] 68:9 [1] 168:9 [1] 17:21 36:25 37:12 37:14 54:7 54: 11 54:25 61:15 61:23 66:7 Laws [1] 8:1 [1] 8:1 [1] 2:4 Martin [1] 2:4 Mastel [1] 33:18 [3] 2:3 4:8 4:9 [48:17 30:17 50:17 50:22 52:20 64:3 70:23 73:5 74:3 74:25 75:1 Mr. Frankel [1] 37:10 [1] 37:10 [1] 37:10 [1] 37:10 [2] 52:17 57:15 Objection [13] 21:24 22:20 22:23 46:9 46:12 47: 12 47:13 47:22 69:7 69:23 74:12 74: 14 74:20 Objections [2] 56:25 70:15				
Sample Compared	Late	[1] 15:23	64:3 70:23 73:5 74:3 74:25 75:1	
Law [10] 22:21 36:25 37:12 37:14 54:7 54: March [6] 6:20 15:3 15:7 30:6 33:8 33:16 Martin [1] 2:4 Mastel [1] 33:18 [1] 33:18 [1] 56:25 57:15 [1] 6:20 15:3 15:7 30:6 33:8 33:16 Multiple [1] 6:21	[3] 31:10 33:4 33:5			
10 22:21 36:25 37:12 37:14 54:7 54: 11 54:25 61:15 61:23 66:7 12:4 12:4 12:4 12:4 12:4 12:4 12:4 14:3 51:1 51:24 12:4 14:3 51:1 51:24 12:4 14:3 51:1 51:24 12:4 14:3 51:1 51:24 14:3 51:1 51:24 14:3 51:1 51:24 14:3 51:1 51:24 14:3 51:1 51:24 14:3 51:1 51:24 14:3 51:1 51:24 14:3 51:1 51:24 14:3 51:1 51:24 14:3 51:1 51:34 14:34	Law			[2] 52:17 57:15
Total 2 113 112 113 112 113 112 113 112 113 112 113 112 113 112 113 112 113				Objection
[1] 8:1		1		[13] 21:24 22:20 22:23 46:9 46:12 47:
Learned Mastel Name Objections [3] 2:3 4:8 4:9 [6] 4:1 4:3 5:1 5:20 5:21 17:9 [2] 56:25 70:15			l N	
[1] 33:18 [3] 2:3 4:8 4:9 [6] 4:1 4:3 5:1 5:20 5:21 17:9 [2] 56:25 70:15		Mastel		
		[3] 2:3 4:8 4:9		
		1		

Word Index [1] 14:8 Obtain [1] 65:11 Obviously [5] 7:3 15:25 21:5 24:9 57:11 Occasion [1] 8:20 Occasions [1] 27:8 Occurred [4] 11:10 27:6 38:5 49:13 October [5] 13:4 13:9 14:12 20:20 51:24 Offer [3] 28:20 30:14 33:10 Offering [2] 15:8 66:3 Office [3] 7:4 41:3 72:14 Often [1] 33:1 Old [2] 17:14 17:15 Once [1] 59:20 One [30] 7:10 8:17 8:20 9:24 15:16 22:16 28:19 31:2 34:8 34:20 38:4 38:4 39:8 42:8 43:11 43:13 45:9 45:9 46:24 48: 23 51:19 51:25 56:3 56:5 59:1 62:11 63:20 68:1 68:3 73:13 Open [1] 67:17 Operative [1] 60:20 Opinion [3] 18:14 48:9 73:18 Opportune [1] 71:21 Opportunity [8] 18:3 21:9 21:11 21:15 22:9 23:8 25:14 50:18 Options [1] 56:5 Order [49] 1:4 3:6 3:9 3:12 6:8 6:9 6:19 8: 17 8:20 9:4 9:16 10:11 11:5 12:14 14: 12 14:13 15:7 15:11 15:16 16:3 16:18 20:15 21:22 22:17 22:20 23:4 30:6 30: 8 33:8 43:22 44:1 44:2 46:1 46:7 46: 9 46:15 47:15 48:25 52:12 52:20 53:5 53:8 53:18 54:2 54:12 57:3 58:24 68: 20 73:3 Ordered [4] 20:8 22:25 54:16 68:13 Ordering [1] 59:16 Orders [5] 21:20 22:3 54:6 54:10 54:25 Ordinary [1] 42:16 Organization [1] 17:23 Original [7] 38:18 49:9 70:10 75:11 75:15 75: 16 75:18 Originally [1] 6:10 Ought [1] 48:9 Outstanding [1] 30:8 Overnighted [1] 40:25 Oversight [4] 56:22 57:2 58:13 67:24 Owe [1] 39:14

Owners [1] 27:23 Ownership [1] 28:12

Paid [4] 29:17 44:23 45:17 46:1

Paperwork [1] 17:17 Part [7] 16:1 38:17 39:1 47:5 51:10 52:16 55:6 Partial

P

[1] 14:23 Particular **[1]** 22:7 Particularly [4] 24:11 24:16 32:21 34:12

Parties [1] 36:17 Partners [3] 27:25 28:3 28:7 Partnership

[5] 10:8 17:22 18:6 26:25 27:22 Partnership's

[1] 26:22 Party [1] 51:7

Pass [4] 24:14 29:22 30:1 50:23

Past [1] 13:14 Pat [2] 2:3 4:8 Path [1] 68:5 Pay

[1] 45:5 Paying [2] 26:14 41:10 Payment

[1] 39:22 Payments

[5] 16:11 16:13 33:15 38:7 44:17 Penalties

[2] 9:15 54:8 Pending

[4] 34:20 49:14 53:5 58:23 People

[13] 3:20 7:2 7:5 16:21 28:11 29:17 44:7 49:8 60:4 65:15 72:5 72:9 72:14 Percent

[4] 9:1 9:6 12:18 20:7 Perfectly [1] 42:22 Perhaps

[3] 61:1 71:13 71:25 Period [3] 10:17 17:18 73:22

Periods [1] 68:10 Permit [1] 67:3

Permitted [5] 36:17 43:19 47:23 62:8 68:18

Permitting [2] 10:11 11:5

Person [2] 36:23 59:15 Personal [2] 40:1 40:23 Personally

[1] 24:1 Perspective

[3] 11:15 24:5 32:2 Peterson [3] 2:6 5:15 5:16

Phone [10] 5:24 7:3 7:11 41:21 41:23 42:9

42:15 42:17 42:20 43:3 Phrase [1] 34:2 Phrased [1] 59:4 Physical [1] 40:20 Pierre

[4] 2:11 5:23 34:25 77:13 Pin [1] 64:7 Place

[2] 3:2 58:16 Placing [1] 65:6 Plan [2] 26:22 34:19

Planning [1] 26:21 Plans [2] 26:19 37:11

Play [1] 65:18 Point

[30] 7:3 18:10 19:1 19:3 19:19 21:4 26:9 26:24 27:17 32:10 36:11 36:18 36:21 37:7 37:9 43:11 43:14 50:24 56: 9 57:15 61:12 61:20 69:3 69:11 69:22

69:24 70:2 70:13 70:17 72:3 Portability

[2] 16:7 17:12 Ported [1] 17:19 Portion

[4] 10:21 38:14 67:9 67:14 Portions

[2] 38:7 38:11 Position

[17] 7:17 8:5 10:2 10:14 18:20 19:13 19:14 25:7 47:21 48:1 52:24 53:16 58: 2 62:1 62:15 62:17 63:16 Positioned

[1] 37:9 Possibilities [1] 27:3

Possibility [1] 27:2

Possible [7] 23:17 24:7 27:11 51:13 56:7 65:7 71:18

Possibly [1] 73:6 Potential [3] 24:23 56:5 56:18 Potentially

[4] 39:21 56:24 57:12 73:14 Power

[2] 23:14 31:4 Practice [4] 36:24 36:25 37:12 37:14 Practices [1] 9:2 PrairieWave

[1] 2:3 Precisely [1] 46:19 Preclude

[1] 55:7 Precluding [1] 15:8 Preemptive [1] 58:22

Preexisting [1] 10:17 Prefinancing [1] 39:1

Premium [1] 2:6 Prepaid

[**30**] 6:17 7:6 8:15 8:21 9:5 12:2 12: 17 12:19 15:6 15:9 16:14 25:24 26:1

26:3 26:7 28:23 30:7 30:17 33:10 38: 7 38:11 38:15 38:21 39:13 43:24 44:4 44:13 49:8 59:25 64:25

Preparation

[1] 73:7 Prepare [1] 67:3 Prepared

[6] 8:16 8:24 9:2 12:4 61:17 63:3 Present **[12]** 4:9 4:19 4:20 5:14 5:16 5:23 18:

[1] 51:11

Prepayments

10 32:18 34:24 35:17 62:3 62:10 Presentation

[1] 6:2 Presented [5] 50:1 55:23 60:15 60:22 66:20

Press [1] 2:2 Pressed [1] 66:8

Pretty [1] 46:23 Prevent [2] 11:11 43:23 Prevented [1] 43:15

Previous [4] 20:18 55:25 64:22 68:8 Previously

[3] 10:23 22:25 26:15 Primary [1] 65:12 Principal [2] 61:13 61:21

Principals [1] 61:16 Principles [2] 47:2 47:5 Privy [1] 27:4

[1] 37:18 Problem [4] 37:24 44:3 57:17 69:14 Problems

Pro

[2] 9:8 56:16 Procedural

[2] 36:16 46:23 Procedure [2] 22:13 67:25 Procedures [3] 37:17 47:2 47:4 Proceed

[8] 3:13 21:1 47:23 55:8 55:17 56:6 64:16 70:4

Proceeding [2] 47:16 76:2 Proceedings [5] 1:6 2:9 10:14 77:9 77:12

Process [7] 20:20 57:17 67:11 67:12 68:6 73:9 73:10

Produce [6] 9:17 22:21 31:16 31:23 53:6 54:14

Product [1] 19:9 Production

[1] 52:13 Professional [2] 77:6 77:19

Prohibiting [1] 9:4 Promised [1] 7:15 Proper [2] 21:8 64:17 Property [3] 58:8 58:14 58:20

Proponent

Owed

Own

[1] 57:12

[3] 9:7 20:14 62:11

Word Index Requirements [4] 32:8 40:7 50:19 56:25 [1] 64:13 Regular [5] 7:23 13:6 15:11 15:13 74:22 Propose Raised [1] 42:22 [6] 21:6 22:6 25:16 29:25 29:25 40:18 Requires [2] 51:2 70:3 Regulate [4] 16:8 30:6 60:12 61:13 Proposing Raises [1] 72:10 [2] 69:7 69:23 Requiring [1] 55:12 Regulated [3] 9:17 16:4 54:13 Rapidly [1] 72:17 Prorated [1] 10:21 [1] 23:2 Reimburse Researched Rather [1] 23:25 Protect [1] 61:16 Resolution 121 57:9 60:5 [1] 65:20 Relating Reached [1] 6:3 [1] 17:3 Protected Resolve [1] 19:7 Relationship [1] 68:25 Reality [7] 26:12 32:17 35:25 36:6 36:8 37:16 [2] 48:10 49:14 Protecting Resolved [1] 58:14 [1] 64:13 Realize Relationships [1] 69:8 Protection [1] 26:14 [3] 39:7 53:19 56:14 Respect [2] 66:14 72:13 [5] 24:11 32:22 40:4 47:20 48:7 Relay Realizing Proven [1] 40:10 Respectfully 111 69:6 [1] 68:6 Relayed Really [1] 61:14 Provide Respond [2] 25:17 25:17 [20] 8:3 8:21 8:25 9:9 11:14 11:20 12: 14 12:18 14:16 18:21 20:16 23:1 24:4 [5] 37:8 58:8 62:17 63:19 64:9 [1] 31:14 Reapply Release 31:21 32:1 34:3 34:10 49:7 49:8 50:21 [10] 15:17 16:5 16:18 16:21 16:25 23: [1] 9:24 Response 5 23:8 23:12 24:3 54:16 Provided Reason [1] 4Ī:5 [12] 7:12 8:22 9:18 20:3 20:17 20:19 [7] 6:17 61:24 63:8 64:3 64:6 69:20 73:5 Released Responsibility 30:23 32:6 41:11 54:14 73:20 74:16 [3] 15:19 17:7 17:11 [2] 64:16 65:12 Provider Reasons Releasing Restrict [4] 7:22 15:22 15:24 16:22 [2] 32:5 32:6 [1] 17:16 [**1**] 15:5 Provides Relief Receive Result [5] 8:2 9:8 9:12 50:8 56:19 [2] 11:23 74:14 121 9:19 55:1 [2] 65:2 65:21 Providing Remains Received Retain [15] 11:24 15:5 25:21 26:3 36:3 39:10 [10] 6:6 15:20 33:19 46:2 60:25 62:4 66:24 67:7 67:10 67:13 [1] 45:12 [2] 37:11 58:19 50:3 54:22 58:2 59:12 59:20 60:3 60: Remedies Return 16 62:6 66:21 Receivership
[12] 3:14 55:10 56:7 56:21 57:1 58:12 [1] 26:25 [1] 61:18 Provisions Remind Returning I51 3:16 9:21 47:24 61:15 61:22 65:6 67:18 67:23 68:19 69:5 70:5 [3] 30:8 53:4 72:7 [1] 68:17 Prudence Receives Reminder Reveal [1] 9:11 [4] 13:2 13:2 13:7 14:6 [1] 72:4 [1] 53:13 Public Receiving Repayments Reveals [9] 1:1 1:9 2:6 3:3 5:22 72:4 72:7 77: **[3]** 31:7 39:17 60:1 [1] 61:17 [1] 20:17 6 77:18 Recent Repeat Revocation PUC [3] 20:3 20:17 73:3 [1] 45:22 [3] 7:18 8:2 9:25 [3] 5:11 31:1 50:1 Recently Report Revoke Pull [1] 7:7 [2] 8:19 29:23 [1] 7:19 [1] 64:7 Recognize Reported Revoked Purchased [2] 32:25 34:1 [1] 1:22 [2] 9:15 54:4 [2] 7:6 38:25 Recognizing Reporter Revokes Purchasing [2] 73:6 73:8 [3] 77:6 77:9 77:19 [1] 9:22 [2] 29:16 30:16 Recollection Reporting Revolving Purpose [1] 31:10 [3] 12:16 15:10 15:13 [1] 16:8 [1] 37:6 Recommend Reports Rich Pursuant [1] 23:11 [1] 8:9 [1] 40:24 [1] 57:3 Recommendation Represent Rights [3] 15:3 23:21 31:21 Pursue [4] 4:5 37:9 39:7 67:1 [5] 39:21 40:5 58:8 58:20 68:24 [3] 10:20 10:23 31:4 Recommendations Representation Risk Pursuit [7] 27:9 27:10 31:18 31:19 32:4 36:16 [1] 33:13 [2] 56:1 63:22 [1] 67:25 Record Rislov [7] 42:10 43:12 50:17 53:1 53:12 60:2 71:20 Pushed Representative [1] 1:14 [1] 63:14 [2] 64:22 64:23 ROBERT Put Records Represented [1] 1:9 [6] 56:22 62:8 62:15 66:17 67:23 68: [11] 8:7 8:14 9:10 9:17 22:17 22:18 [3] 35:17 36:19 71:15 Rolayne 22:21 24:20 53:6 53:14 54:14 Representing [**1**] 1:12 Putting Recover [1] 25:13 Roll [2] 71:8 71:10 [1] 63:12 Request [1] 3:19 [16] 10:6 10:10 11:4 11:7 16:2 16:17 Recovery Room О 18:22 24:3 37:3 43:21 49:16 53:25 62: [1] 11:11 [2] 2:11 64:8 8 63:14 67:22 72:22 Recruit Quality Rosenthal [1] 28:25 Requested [1] 16:6 [3] 2:6 5:13 5:14 [8] 9:12 14:9 21:20 22:12 31:12 34:11 Recruiting Questionable [1] 56:20 Roughly 54:17 73:21 [1] 29:16 [1] 45:6 Requesting Reference Questions RPR [11] 6:7 14:4 14:25 15:18 21:22 31:6 [3] 38:17 46:25 47:7 [17] 6:13 17:2 22:16 25:7 28:17 30:19 [1] 1:22 37:6 51:8 56:20 57:4 67:3 Referring 32:19 33:24 34:15 34:19 34:23 36:14 Rudimentary Requests [1] 22:6 37:25 42:2 48:24 51:15 53:23 [1] 46:23 [7] 13:15 14:4 14:10 14:21 15:16 21: Reflect Quick Rules 25 24:19 [1] 47:9 [1] 51:19 [6] 8:1 54:6 54:10 54:25 74:15 74:22 Require Regarding Quickly [12] 8:12 8:23 14:2 17:2 18:12 18:14 25:7 36:15 41:1 46:20 54:13 66:13 Ruling [1] 37:1 **[21** 70:23 73:5 [1] 50:7 Required Quite $\hbox{\tt [7] 8:7 8:9 8:19 20:6 22:21 36:23 74:}$ Run Regards [1] 23:17 [1] 57:17 [1] 23:5 Registered Requirement Running R [3] 9:6 20:8 20:13 [1] 66:2 [2] 77:5 77:19 Russ

Raise

Word Index T11 31:9 S S&S [139] 1:4 1:19 2:5 3:4 4:20 6:8 6:17 6: Seem 20 7:10 7:15 8:6 8:15 9:4 9:5 9:7 9: 17 11:12 11:18 11:22 12:2 12:5 12:7 12:9 12:16 12:21 13:8 13:11 13:13 13: 16 13:19 13:19 13:20 13:23 14:2 14:4 [1] 72:3 14:8 14:16 14:18 14:21 14:23 14:25 Self 15:1 15:3 15:5 15:8 15:17 16:4 16:11 16:18 16:20 17:21 18:5 18:14 18:15 18:16 20:3 20:4 20:5 20:10 20:17 20: 19 20:22 21:1 21:4 21:9 21:14 22:1 22:14 22:20 23:1 24:10 25:20 26:15 [1] 66:9 27:22 27:23 28:12 29:22 30:2 30:6 30: 24 31:3 31:4 31:10 31:16 31:21 31:23 32:3 32:13 32:14 32:16 33:10 33:14 [1] 30:7 35:6 36:1 37:3 37:9 39:10 40:12 41:8 Send 43:23 44:13 48:2 48:16 49:7 49:11 49: 19 50:2 51:1 51:3 52:1 52:4 53:5 53: 7 53:19 54:4 54:5 54:9 54:13 54:16 55:20 55:24 56:4 56:15 56:24 57:25 58:1 58:6 59:11 59:13 59:20 62:5 66: 20 66:24 69:6 69:23 70:15 71:17 73:8 74:9 S&S's [12] 6:14 6:22 6:24 12:14 13:5 13:15 18:20 20:14 20:18 32:11 62:11 62:18 Safe Sent [1] 58:16 Sahr [109] 1:9 3:1 3:24 4:7 4:10 4:12 4:15 [1] 71:7 4:18 4:22 5:2 5:4 5:7 5:10 5:13 5:15 5:17 5:19 5:21 11:13 15:15 16:19 17: 5 17:20 18:1 18:7 18:9 18:24 19:21 19:23 20:1 20:24 21:17 22:11 22:24 23:24 24:18 25:4 25:18 25:25 26:6 26: 11 26:18 27:21 28:2 28:6 28:10 28:15 30:4 30:18 34:17 34:18 35:16 35:23 36:5 36:9 36:13 37:10 37:20 37:25 38: 3 38:9 39:6 40:14 41:6 41:19 41:24 42:3 42:6 42:11 42:12 42:14 42:19 42: 24 43:5 44:9 45:21 48:20 49:20 50:10 51:2 51:18 52:9 53:2 53:9 53:17 55:5 55:11 56:8 57:10 59:1 60:6 61:2 61:7 64:10 65:22 67:15 69:2 70:21 71:5 72: 2 73:4 74:5 74:8 74:11 74:18 74:24 75:7 75:14 75:20 Sahr's [1] 66:12 Sales [1] 9:2 Satisfy [1] 20:7 Set Saturday [3] 72:24 73:1 73:13 Scenario [1] 10:19 Scenarios [1] 10:15 Schedule [3] 9:13 46:10 52:22 Scheduled [1] 36:21 Schuele [3] 2:4 4:12 4:13 Scott [2] 2:4 4:16 SDCL [1] 54:15 Second [9] 13:16 13:18 46:2 47:5 47:10 64:23 71:3 75:4 75:18 Secretary [1] 41:3 Secure [5] 16:13 57:4 63:10 68:19 69:13 Secured [1] 37:8 Securing [2] 57:7 58:22 Security

[6] 31:4 39:16 62:16 65:20 66:1 69:13 Seeing [1] 53:23 Seeking [1] 11:11 [4] 24:1 55:22 55:25 69:17 Segue [2] 57:23 66:9 Self-executing [3] 50:13 57:23 61:9 Self-triggering Selling [2] 16:24 41:20 Senger [21] 1:15 6:12 11:14 11:17 17:24 19: 22 19:23 19:24 20:2 21:7 32:1 38:1 38:2 51:17 51:18 51:19 52:1 52:8 72: 25 73:20 74:7 Sensitive [1] 32:24 Sensitivity [1] 24:13 [1] 68:13 Sentence Separate [4] 44:14 44:16 45:9 68:4 September [7] 6:6 12:5 13:1 14:1 14:5 14:8 14:11 Serves [1] 72:3 Service [35] 7:3 7:12 8:4 8:16 9:5 9:9 16:6 20: 16 23:17 24:4 24:12 25:21 25:24 25: 25 26:3 26:4 26:22 29:8 29:18 30:15 30:15 32:23 39:10 39:17 41:11 44:18 46:3 49:8 50:3 52:5 58:3 59:21 60:1 60:4 65:2 Serviced [1] 24:7 Services [25] 6:18 7:6 7:7 7:22 11:12 11:20 11: 25 12:15 15:6 15:9 26:14 28:20 28:20 28:22 29:12 29:17 30:7 33:10 39:1 54: 23 59:12 62:6 66:3 66:3 66:22 [10] 7:23 46:6 53:3 55:14 55:15 58:15 59:6 72:22 73:24 75:1 Setting [3] 24:21 69:16 73:18 Several [1] 46:6 Shaky [1] 62:22 Shall [4] 3:8 3:10 3:12 61:13 Shape [1] 35:12 Share [1] 70:25 Shed [2] 38:13 39:23 Shelly [1] 4:10 Shorthand [2] 77:9 77:9 Show [10] 3:9 6:8 14:12 22:8 46:7 46:9 47: 15 48:25 52:20 54:2 Showing [2] 37:4 66:7 Shut [1] 7:1 Sic [1] 55:1

Side [1] 60:17 Sides [2] 31:25 33:2 Sign [1] 51:21 Signature [2] 51:22 51:23 Signed [1] 52:3 Signs [1] 17:15 Similar [2] 10:14 68:11 Simple [2] 66:11 66:17 Simply [1] 66:17 Sincerely **[1]** 71:9 Situation [8] 24:10 27:1 27:8 28:21 29:15 33:1 65:8 72:17 Six [1] 12:18 Slamming [1] 70:14 Smaller [1] 51:25 Smith [35] 1:12 5:10 5:12 42:1 42:4 42:5 42: 8 42:13 42:16 42:21 43:2 43:8 43:10 44:7 44:12 44:16 44:20 44:22 45:2 45: 11 45:17 45:20 45:25 46:5 46:13 47:1 47:11 47:14 48:7 48:18 60:6 60:10 61: 5 67:6 75:10 SMS/800 [1] 17:10 Sold [2] 6:17 8:15 Solution [2] 27:6 70:19 Solvency [4] 56:15 56:19 57:6 63:9 Soon [5] 24:7 56:7 71:18 73:17 73:17 Sorry [1] 46:18 Sort [4] 42:9 48:21 57:19 68:25 Sound [2] 32:2 42:25 Sounds [2] 42:22 61:8 South [34] 1:2 2:10 2:12 3:3 5:22 7:2 8:17 11:12 11:21 11:25 15:6 25:22 32:22 33:15 37:2 37:12 37:14 50:2 54:23 56: 1 60:15 60:25 61:15 61:23 62:5 65:10 65:13 65:20 66:20 70:24 72:20 77:1 77:7 77:13 Speaker [1] 42:14 Speaking [2] 25:10 35:4 Specifically [1] 46:17 Speed [1] 18:25 Spell [1] 4:1 Spelling [1] 3:25 [1] 77:2 Staff **[71]** 1:11 3:13 6:2 6:5 6:7 6:16 6:20 6: 21 8:15 10:6 10:10 10:11 10:13 10:19 10:22 11:2 11:5 13:13 13:15 13:18 13: 20 14:1 14:3 14:11 14:14 14:19 14:20 14:24 15:3 15:9 15:14 18:10 19:4 20: 4 20:14 20:16 21:6 21:20 22:1 22:12

25:16 30:3 31:1 31:5 33:14 36:13 37: 21 39:9 41:17 41:25 43:8 43:15 43:18 49:9 50:12 51:4 51:8 51:16 53:13 55: 8 55:17 55:22 56:20 67:16 67:21 69:4 69:19 70:4 70:11 73:7 73:16 Staff's [13] 3:8 3:11 7:17 8:5 10:2 14:9 14: 13 15:16 18:13 18:16 33:19 56:12 70: 20 Stages [1] 29:6 Standard [1] 73:2 Standards [1] 9:11 Standpoint [1] 24:2 Stands [1] 68:6 Star [1] 13:8 Start [3] 3:21 6:1 45:15 Started [2] 31:18 71:22 State [15] 1:2 2:10 37:1 37:4 37:8 53:12 54: 7 54:10 54:25 57:8 72:16 75:3 75:25 77:1 77:7 Statement [7] 11:9 16:3 39:19 40:21 45:23 45:24 49:25 Statements [7] 8:14 13:15 13:22 19:25 55:23 64: 23 64:24 States [5] 7:21 49:6 49:25 65:15 65:17 Stating [1] 62:4 Status [2] 39:15 65:23 Step [1] 24:2 Steps [7] 16:4 23:13 29:7 48:14 67:19 67:19 69:11 Still [9] 25:21 39:18 44:8 44:10 55:18 66:2 66:2 74:18 74:19 Stipulate [1] 51:8 Stipulated [1] 57:14 Stop [2] 30:6 39:21 Stopped [1] 39:10 Story [2] 31:25 33:2 Stranbell [3] 2:5 5:4 5:5 Strong [3] 55:23 64:13 66:6 Structure [1] 17:21 Subject [2] 9:4 12:15 Submit [3] 13:6 13:23 15:1 Submits [1] 12:6 Submitted [3] 7:8 12:7 12:21 Substantive [1] 48:4 Substantively [1] 25:17 Successful [3] 11:2 17:4 66:1 Suffer [1] 63:9 Suffered

[1] 36:4

See

١	Nord Index			
		Totalling	[1] 49:15	[1] 5:3
- 18	Sufficient	[1] 68:10	Unsuccessful	West
		Tougher	[1] 69:20 Unwilling	[2] 2:5 5:6
		[1] 63:16 Transcript	[1] 61:18	- "
		[2] 1:6 2:9	qŪ	Whatnot
ľ		Transcription	[13] 18:25 27:5 36:18 38:25 46:22 48:	[1] 19:15
		[1] 77:12	21 59:6 64:6 66:2 66:18 68:6 68:17 69:17	Whole
	Sumption's	Transcripts	Upcoming	[1] 16:7
		[1] 53:12 Transferred	[2] 51:10 69:21	Wiest
Į	[1] 3:9	[1] 23:15	Updated	
	Supplying	Transferring	[4] 12:23 12:24 13:24 37:21	[1] 1:12
l	[1] 14:8	[1] 23:19	Updating [1] 12:17	Willing
	Support	Transportation	Upgrade	[3] 18:19 22:14 58:20
- 1	[1] 55:18 Suppose	[1] 68:1 Tremendous	[2] 8:19 26:21	Willingly
	[2] 19:9 71:22	[1] 30:23	ÜŜA	[1] 68:9
	Surprised	Triggered	[1] 35:5	
	[1] 40:2	[1] 62:12	User [1] 17:13	Withdrawal
	Suspect	Triggering	Utilities	[1] 39:20
	[3] 23:21 24:14 27:3 Suspended	[7] 11:8 49:12 49:18 50:5 58:5 62:7 66:9	[6] 1:1 1:9 2:6 3:3 5:22 72:8	Withholding
	[1] 54:5	Trov	Utter	[1] 16:12
	Suspension	[9] 2:1 3:21 34:15 35:3 35:4 38:25 44:	[1] 10:3	
	[1] 8:2	9 45:1 45:6	V	Withstood
	Swearingen	True	<u> </u>	[1] 68:3
	[4] 10:3 23:9 27:25 54:21 Swidler	[1] 77:11 Trust	Valid [2] 60:21 66:6	Wittler
	[1] 4:25	[1] 58:11	[2] 00:21 00:0 Various	[3] 1:22 77:5 77:18
	Switch	Try	[2] 26:25 29:6	Wondering
	[1] 16:22	[2] 29:8 41:21	Version	[2] 18:17 23:6
	Switchover	Trying	[1] 71:4	[2] 16:17 25:0
	[1] 48:8	[3] 29:6 43:24 59:5 Turn	Via	Word
	T	[2] 29:7 63:24	[1] 72:14 Vice	[2] 47:3 47:4
		Turned	[21] 1:10 5:9 5:24 30:20 32:25 33:7	Words
	TC00-114	[1] 29:4	33:21 35:1 35:9 35:13 35:21 37:18 55:	[4] 43:14 47:1 59:2 65:1
	[2] 6:11 8:20 TC02-166	Two	3 55:6 55:16 64:4 70:22 71:6 75:6 75: 13 75:19	
	[2] 1:4 3:4	[8] 17:11 24:19 28:11 31:2 31:25 44: 14 45:8 59:17	Violated	Works
		14 43.0 33.17		
	Telecom	Type	[2] 54:24 66:7	[3] 17:6 37:19 38:13
	[1] 5:6	Type [2] 7:15 39:18	[2] 54:24 66:7 Violating	[3] 17:6 37:19 38:13 Worn
	[1] 5:6 Telecommunication	[2] 7:15 39:18 Types	Violating [1] 30:12	Worn
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22	[2] 7:15 39:18	Violating [1] 30:12 Violation	Worn [1] 68:5
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications	[2] 7:15 39:18 Types [1] 32:8	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9	Worn [1] 68:5 Worse
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone	[2] 7:15 39:18 Types [1] 32:8 U	Violating [1] 30:12 Violation	Worn [1] 68:5
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone	[2] 7:15 39:18 Types [1] 32:8 U	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital	Worn [1] 68:5 Worse
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 W Wait	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 W Wait [1] 48:24 Waiting	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 W Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 W Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 W Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Underwriting [1] 13:6	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 W Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4 23:10 48:10 51:13 57:21 64:25 71:16 71:19	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2 Washington	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4 23:10 48:10 51:13 57:21 64:25 71:16 Triclay Today's	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting [1] 13:6 Undisputed [1] 49:15 Unfit	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2 Washington [2] 4:24 4:25	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4 23:10 48:10 51:13 57:21 64:25 71:16 71:19 Today's [1] 41:2	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting [1] 13:6 Undisputed [1] 49:15 Unfit [1] 10:5	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 W Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2 Washington [2] 4:24 4:25 Ways	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4 23:10 48:10 51:13 57:21 64:25 71:16 71:19 Today's [1] 41:2 Together	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting [1] 13:6 Undisputed [1] 49:15 Unfit [1] 10:5 Unfortunate	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2 Washington [2] 4:24 4:25	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4 23:10 48:10 51:13 57:21 64:25 71:16 71:19 Today's [1] 41:2 Together [3] 62:9 71:9 71:10	Ultimate [I] 59:14 Ultimate [I] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting [1] 13:6 Undisputed [1] 49:15 Unfit [1] 10:5 Unfortunate [1] 24:9	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 W Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2 Washington [2] 4:24 4:25 Ways [1] 17:11 Website [1] 66:1	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4 23:10 48:10 51:13 57:21 64:25 71:16 71:19 Today's [1] 41:2 Together [3] 62:9 71:9 71:10 Toll [1] 72:11	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting [1] 13:6 Undisputed [1] 49:15 Unfit [1] 10:5 Unfortunate	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2 Washington [2] 4:24 4:25 Ways [1] 17:11 Website [1] 66:1 Week	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4 23:10 48:10 51:13 57:21 64:25 71:16 71:19 Today's [1] 41:2 Together [3] 62:9 71:9 71:10 Toll-free	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting [1] 13:6 Undisputed [1] 49:15 Unfit [1] 10:5 Unfortunate [1] 24:9 Unfortunately [1] 46:22 Unless	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2 Washington [2] 4:24 4:25 Ways [1] 17:11 Website [1] 66:1 Week [2] 13:18 40:17	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4 23:10 48:10 51:13 57:21 64:25 71:16 71:19 Today's [1] 41:2 Together [3] 62:9 71:9 71:10 Toll [1] 72:11 Toll-free [1] 72:11	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting [1] 13:6 Undisputed [1] 49:15 Unfit [1] 10:5 Unfortunate [1] 24:9 Unfortunately [1] 46:22 Unless [1] 9:25	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2 Washington [2] 4:24 4:25 Ways [1] 17:11 Website [1] 66:1 Week [2] 13:18 40:17 Weekly	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9 Year
	[1] 5:6 Telecommunication [3] 11:20 11:24 54:22 Telecommunications [5] 2:3 2:5 6:18 12:15 59:12 Telephone [7] 1:10 1:10 1:12 1:18 2:1 42:22 43: 13 Tempted [1] 69:3 Terms [3] 7:24 40:3 49:23 Themselves [1] 40:3 Therefore [1] 48:3 They've [5] 15:23 23:22 49:19 56:16 60:22 Thinking [1] 72:24 Three [2] 68:4 68:10 Tim [1] 40:24 Tina [1] 1:16 Today [13] 3:7 6:15 11:16 22:19 23:4 23:4 23:10 48:10 51:13 57:21 64:25 71:16 71:19 Today's [1] 41:2 Together [3] 62:9 71:9 71:10 Toll-free	[2] 7:15 39:18 Types [1] 32:8 U Ultimate [1] 59:14 Ultimately [3] 67:23 68:14 68:21 Unable [3] 33:23 51:7 61:18 Unamended [1] 75:15 Unclear [1] 32:11 Under [5] 12:19 30:11 39:14 61:9 68:10 Underbonded [3] 18:16 20:5 20:11 Underbonding [2] 18:15 18:20 Underlying [5] 7:1 16:25 26:5 29:4 29:6 Understood [1] 38:19 Underwriting [1] 13:6 Undisputed [1] 49:15 Unfit [1] 10:5 Unfortunate [1] 24:9 Unfortunately [1] 46:22 Unless	Violating [1] 30:12 Violation [5] 6:9 20:15 44:5 54:6 54:9 Virtually [1] 52:6 Vital [1] 16:1 Voluntarily [2] 7:8 69:12 Vote [2] 75:10 75:15 Voted [1] 75:21 Wait [1] 48:24 Waiting [2] 63:23 71:7 Walk [1] 64:7 Waltman [3] 2:4 4:16 4:17 Wants [1] 18:10 Warehouse [2] 10:15 68:2 Washington [2] 4:24 4:25 Ways [1] 17:11 Website [1] 66:1 Week [2] 13:18 40:17	Worn [1] 68:5 Worse [3] 29:15 62:15 62:17 Worth [2] 12:11 23:11 Wrapped [1] 69:17 Written [5] 14:3 46:20 67:6 67:7 67:10 Wronged [1] 72:9

OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S)	ORDER AUTHORIZING
COM	MUNICA	TIONS/ALTE	RNA-C	ELL'S)	AFFIDAVIT
COMP	LIANCE \	WITH COMMISS	SION OF	RDER)	
)	TC02-166

On June 16, 2003, the Public Utilities Commission (Commission) issued an Order to Show Cause and Notice of Hearing against S&S Communications/Alterna-Cell (S&S). In the order, the Commission directed Commission Staff to attempt to obtain the bond proceeds and the proceeds from the Irrevocable Letter of Credit issued by Aberdeen Finance Corporation. On June 19, 2003, Commission Staff requested that the Commission authorize a member of the Commission to sign an affidavit stating that claims have been presented by South Dakota consumers against S&S for not providing long distance services. The Irrevocable Letter of Credit issued by Aberdeen Finance Corporation requires an affidavit executed by an "authorized member of the South Dakota Public Utilities Commission certifying that claim(s) have been presented by South Dakota Consumers against S&S Communications for not providing long distance services." In addition, Commission Staff requested the Commission to authorize Staff to make application to the circuit court to deposit funds with the court pursuant to SDCL 15-6-67(c).

At its June 23, 2003, ad hoc meeting, the Commission considered Staff's requests. The Commission voted to authorize Chairman Sahr to sign an affidavit stating that claims have been presented by South Dakota consumers against S&S for not providing long distance services. The Commission notes that, to date, over 40 formal complaints have been filed against S&S alleging that S&S has failed to provide the complainants with long distance services. With respect to the issue of whether to authorize Staff to deposit any funds with the circuit court pursuant to SDCL 15-6-67(c), the Commission voted to defer acting on that request. It is therefore

ORDERED, that Chairman Sahr is authorized to sign an affidavit stating that claims have been presented by South Dakota consumers against S&S for not providing long distance services.

Dated at Pierre, South Dakota, this 23 May of June, 2003.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Delline Kallo

Date: 6/33/03

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

ROBERT K. SAHR, Čhairman

GARY HANSON Commissioner

AMES A. BURG, Commissioner

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF S&S) ADMISSION OF SERVICE COMMUNICATIONS/ALTERNA-CELL'S)
COMPLIANCE WITH COMMISSION ORDER) TC02-166

Tonya Ness hereby acknowledge receipt of Subpoena directed to me on the day of June, 2003, in Kennebec, South Dakota.

Tonya Ness

RECEIVED

JUN 2 6 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S)	ADMISSION OF SERVICE
COMM	IUNICAT	IONS/ALTE	RNA-C	ELL'S)	
COMPL	JANCE W	TH COMMIS	SION OR	DER)	TC02-166
)	
)	

I, Cynthia Hoeksema hereby acknowledge receipt of Subpoena directed to me on the <u>35</u>th day of June, 2003, in Platte, South Dakota.

Cynthia Hoeksema

RECEIVED

JUN 2 6 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

١N	THE	MATTER	OF	S&S)	ADMISSION OF SERVICE
COM	MUNICA	TIONS/ALTE	RNA-C	ELL'S)	
COMF	LIANCE	WITH COMMISS	SION OF	RDER)	TC02-166
)	
)	

I, Glen Davis hereby acknowledge receipt of Subpoena directed to me on the day of June, 2003, in DeSmet, South Dakota.

Glen Davis

RECEIVED

JUN 2 6. 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S)	ADMISSION OF SERVICE
COMI	NUNICAT	IONS/ALTE	RNA-C	ELL'S)	
COMP	LIANCE W	ITH COMMISS	SION OF	RDER)	TC02-166
<u>ا</u> ا,	Davis Mo	odie hereby a	cknowle	dge receip	ot of	Subpoena directed to me on the
25	_ day of Ju	ıne, 2003, in P	ierre, So	outh Dako	ta.	Subpoena directed to me on the

A avid I Moodig David Moodie

RECEIVED

JUN 2 6 2003

Confidential Treatment Requested

S&S Communications, Inc.

"Uneamed" Amount

How many received per

6/23/2003

As Of:

As Of: 6/23/2003

Confidential Treatment Requested

S&S Communications, Inc.

Type of contract	Last Nama	First Name	Customer Phone	Address	City	State	Zipcode	Contract Date	Expiration Date		received per	Tetal Bassing	Equipment	*! !			on non-Finan
	Last Name Briscoe Paris		6052264444	1824 N, Jay	Aberdeen	State SD.	2ipcode 57401	1/20/1999	1/20/2005	contracts	contract \$3,170.00	Total Received \$3,170,00	Charges \$270.00	"Uneamed" Amount \$763.37	Finance	[note 1]	Contracts \$76
	Dakota State Bank		605-962-6231	211 N. Main St.	Blunt	SD.	57522	6/1/2001	6/1/2005	1	\$5,170.00	\$5,170.00 \$5.519.00	\$270.00 \$270.00	\$7,547 <u>.2</u> 6			\$75 \$2,54
	Brockel Brian			12448 Hwy 83	Selby	SD.	57472	5/1/1999	5/1/2009	i	\$3,170.00	\$3,170.00	\$270.00	\$1,698.08			\$1,69
	Dakota Best		605-472-2550 work 6		Redfield	SD	57469	4/1/2000	4/1/2004	1	\$3,170.00	\$3,170.00	\$270,00	\$561.74			\$56
			605-733-2329	P.O. Box 316	Ridgeview	SD	57652	6/5/2001	6/5/2008	1	\$3,170,00	\$3,170,00	\$270,00	\$2,051,66			\$2.05
	Rich Oakley Bagging		605-472-1679	17380 367th Avenue	Rockham	SD	57470	2/26/2000	2/26/2006	í	\$3,170.00	\$3,170.00	\$270.00	\$1,295,21		0	\$1,29
			605-942-7413	25020 386th Avenue	Plankinton	SD	57368	3/4/2000	3/4/2006	1	\$3,170,00	\$3,170.00	\$270.00	\$1,303.74		-	\$1,30
	New Port Hutterian C		605-294-5808 380-24		Claremont	SD	57432	9/20/1999	9/20/2006	1	\$3,170.00	\$3,170,00	\$270.00	\$1,343.96	\$0.00	1	- 11
1293 7 year assoc			605-623-4464 605-88		Revillo	SD	57259	11/26/1999	11/26/2006	1	\$3,170,00	\$3,170.00	\$270.00	\$1,419.95	\$0.00	1	
	Melius Dawn	n (605-598-4387	16008 357th Avenue	Faulkton	SD	57438	6/6/2001	6/6/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,911,27		o	\$1.91
	Buysman Rona		505-987-2806	404 E. Walnut	Canton	SD.	57013	1/9/1998	1/9/2003	1	\$3,170.00	\$3,170.00	\$270,00	(\$262.05)	\$0.00	f	*
	Moody Tom			40992 241st St. PO Box 142	Letcher	SD	57359	1/2/2000	1/2/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,461,91	\$0.00		
1768 6 year assoc			605-866-4470	HC 3 Box 37	Reva	SD	57651	7/19/2000	7/19/2006	2	\$3,675.00	\$7,350.00	\$270.00	\$3,625,63	\$3,712.10	f	
	C & B Operations LL		605-765-2434	30965 West Hwy 212	Gettysburg	SD	57442	9/4/2002	9/4/2006	В	\$5,519.00	\$44,152.00		\$35,327.64		-	\$35,3
	O'Leary Tim		605-865-3327	HCR 64 Box 52	Timber Lak		57656	6/7/2001	6/7/2005	1	\$5,519.00	\$5,519.00	\$270.00	\$2,568.81			\$2,5
	Weinheimer Tomi		605-264-5338	19047 396th Avenue	Onida	SD	57564	3/19/1999	3/19/2009	1	\$3,170.00	\$3,170.00	\$270,00	\$1,663.95	\$0.00	f ·	
	Carlson Scott		505-436-6203	16573 334th Avenue	Seneca	SD	57473	6/13/2001	6/13/2007	1	\$3,170.00	\$3,170.00	\$270,00	\$1,920,54	\$0.00		
	Cain Lelan			PO Box 202	Miller	SD.	57362	3/11/1999	3/11/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,657,60	,	•	\$1,0
	Wienk Charolais			44210 205th St.	Lake Presto		57249	7/14/2002	7/14/2006	1.	\$5,519.00	\$5,519,00		\$4,219.52	\$0.00	. f	+.,
	McLaughlin Livestock		605-823-4497	P.O. Box 559	McLaughlin		57642	6/29/2000	6/29/2004	1	\$5,519.00	\$5,519.00	\$270.00	\$1,336,50	\$2.967.12		
	Sculpture Cattle Gen		605-229-0112 & cell p		Aberdeen	SD			12/30/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,458,51	\$527.93		
755 6 year assoc	•		505-353-1608	1525 1st SW	Huron	SD.	57350	6/18/2001	6/18/2007	1	\$3,895.00	\$3,895.00	\$270.00	\$2,408.95		ò	\$2.
766 7 year assoc				041181 179th Street	Raymond	-	57258-7400	2/22/2000	2/22/2007	4	\$3,170.00	\$12,680.00	\$270.00	\$6,503,48		-	\$6,
	Carr Chiropractic		605-352-5264	207 E. 3rd St.	Miller	SD	57362	5/3/2001	5/3/2006	1	\$5,519.00	\$5,519.00	\$270.00	\$3,003.95			\$3.
	Kramtich Shirta		505-225-6104	6024 N. Country Lane	Aberdeen	SD	57401	2/23/2000	2/23/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,291,24			\$1
	Farmers Union Insura		605-229-3945	634 S. Roosevelt Ste #2	Aberdeen	SD	57401	12/6/1999	12/6/2006	2	\$5,519.00	\$11,038,00	\$270.00	\$5,314,52			\$5
	Cedar Grove Colony		505-337-2404 770-84		Platte		57369-9519	1/29/2000	1/29/2007	3	\$3,170.00	\$9,510.00	\$270.00	\$4,755.51	\$0.00		Ų.
	Richer Richa		605-436-6778	32875 170th	Seneca		57473-9629	9/21/1999	9/21/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,345.09	40.00	•	\$1.
	Waldner Leona		505-853-2598	35350 206th Street	Miller	SD.	57362	2/23/1998	2/23/2008	1	\$3,170.00	\$3,170.00	\$270.00	\$1,354.71			51,
986 6 year assoc			505-397-8113	40344 134th-Street	Groton	SD	57445	3/9/2000	3/9/2006	i	\$1,837.00	\$1,837.00	\$270.00	\$708.05			
019 7 year assoc			605-458-2226	595 Commercial St. N. PO Box 216	Wessington		57381	1/17/2000	1/17/2007	2	\$5,519.00	\$11,038.00	\$270.00	\$5,491.39	\$0.00	f	
	Chamberlain Liveston		6057346037 or 60573		Chamberlai		57325	1/6/2000	1/6/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,466.45	\$0.00		
	Chevenne Ridge Out		605-223-9126	Hwy 1806 - PO Box 7108	Ft Pierre	SD			10/24/2005	4	\$5,519.00	\$5,519,00	4210.00	\$4,300.39	40.00	•	\$4
	Christensen Doug		505-472-2134	38552 165th Street	Ashton	SD		12/14/1999		1	\$3,170.00	\$3,170,00	\$270.00	\$1,440.36	\$0.00		44
	Cindy Steffen - Farm		605-835-9851 ·	516 A Main	Gregory	SD	57533	10/4/2002	10/4/2007	. 1	\$3,170.00	\$3,170.00	\$270.00°	\$2,715.16	φυ.υι	0	\$2
			505-426-6897	35482 133rd St.	lpswich	SD	57451	1/2/1999	1/2/2005	i	\$3,170.00	\$3,170.00	\$270.00	\$739.55		·	42
	Mobridge Manufactur		605-845-2943	1800 E Grand Crossing	Mobridge	SD	57601	4/26/2000	4/26/2004	1	\$3,170.00 \$3,170.00	\$3,170.00	\$270.00	\$739.55 \$611.36		0	
	Gary's OK Tire Store		505-443-2943 505-472-1973	628 W. 2nd St.	Redfield		57469-1112	7/12/2001	7/12/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,958,92		0	\$1
	Claims Associates		605-333-9810	1741 S Cleveland St - Suite 100	Sioux Falls		57103	10/1/2002	10/1/2006	2	\$3,170.00	\$6,340.00	\$210.00	\$5,190,03		v	\$5 \$5
	Ciaims Associates Variable Investment			4305 S. Louise Ave Suite 101A	Sioux Falls				11/26/2006	2	\$3,170.00 \$3,170.00	\$6,340.00 \$6,340.00	\$270.00	\$2,972.09	\$0.00	٠.	ф
	:Millerdale Hutterian E		605-853-3908	35350 206th Street	Miller	SD	57362	2/23/1998	2/23/2003	2	\$1,837,65	\$3,675.30	\$270.00	\$2,972.09 (\$223,79)	40,00	, ,	(
294 5 year assoc			605-287 - 4171	P.O. Box 281	Roscoe	SD	57471	5/11/2000	5/11/2005	1	\$1,837.65	\$1,837,65	\$270.00	\$590,66			
	Clemensen Hal	iny '	UUJ-201-4111	40046 SD Hwy 20	Conde	SD.	5747 t 57431	1/19/1999	1/19/2009	1	\$3,170,00	\$3,170.00	\$270.00	\$1,617,11			\$1
1588 7 year assoc			605-532-5700 cell 88		Garden City		57236-9711	9/15/1999	9/15/2006	5	\$3,170.00 \$3,170.00	\$15,850.00	\$270.00	\$7,189,83	\$0,00	· •	40
				7 18870 222nd Street	Wali	SD	57790	3/13/2000	3/13/2006	1	\$3,170.00	\$3,675.03	\$270.00	\$1,544.77	-pU.UI	' '	\$1
625 6 year assoc			003-218-2450 005-21			SD.	57790 57431	1/22/1999	1/22/2009	1	\$3,575.03 \$3,170,00	\$3,675.03 \$3,170.00	\$270.00	\$1,544.77 \$1,619.49			ֆ ։ \$1
			ene 442 2500 å*	40019 149th St. #502 Main St. PO Box 35	Conde	SD.	57431 57475	7/19/2001	7/19/2007	1	\$3,170,00 \$3,170,00	\$3,170.00	\$270 <u>.</u> 00 \$270.00	\$1,968.19			ֆ չ 51
	Johannsen Joh Corey				Toistoy	SD	57475 57301			1			\$2/U.UU			_	\$1 \$2
	Coldwell Banker - Fo		605-996-7747	407 N. Main	Mitchell			10/1/2002	10/1/2007]	\$3,170.00	\$3,170.00	en70 nc	\$2,709.95	60.00		\$2
395 7 year assoc		ne (605-762-2730	30402 US Hwy 212	Gettysburg	SD		12/22/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,449,43	\$0.00		
	Rick Vargason		nge enn no	DO D	Rosco	SD		12/23/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,450,57	\$0.0) 1	
	Country Ford		605-589-3362	PO Box 370	Tyndall	SD		11/13/2002		2	\$3,170.00	\$6,340.00		\$5,697.90			\$5
	Parmely Lonny		605-458-2581	120 North A Ave	New Under			10/30/1998		1	\$3,170.00	\$3,170.00	\$270.00	\$1,552,81	\$0.0) f	
	Northwestern School		605-887-3467	221 3rd Street	Mellette	SD	57461	7/27/2001		1	\$2,700.00	\$2,700.00	\$270.00	\$1,503.78			\$1
606 5 year	Denief Vince	ent & Lisa 💢	605-331-3657	2417 S. 2nd Ave	Sioux Falis		57105	7/30/2001	7/30/2006	1	\$3,170.00	\$3,170.00	. \$270,00	\$1,799.40		0	\$1
6781 7 year	Langdeau Jim		605-223-2862	22226 Hwy 1806	Fort Pierre	SD	57532	1/27/2000	1/27/2007	-1	\$3,170.00	\$3,170.00	\$270.00	\$1,490.26	\$376.B	3 f	
	Curt Spangler Trucki			124 N. Broadway	Miller	SD			12/17/2006	2	\$5,519.00	\$11,038.00	\$270.00	\$5,360,84	\$0.0		

6058562221 or 60574 HCR 59 Box 2A

122 Main St

P.O. Box 439

26314 Tatanka Road

605-835-9911

605-823-4534

6055673398

6SD23276 4 year

6SD23396 6 year

6SD23443 4 year

6SD23609 4 year

Colombe

Amiotte

Wilder Ranch

Duling Financial Services

Shari

As Of:

6/23/2003

Confidential Treatment Requested Contract Equipment Aberdeen Financed on non-Financed Type of Expiration How many received per First Name **Customer Phone** State Zipcode Account# contract Address City Date Total Received Charges "Uneamed" Amount Finance [note 1] Last Name Date contracts contract Contracts 6SD16904 7 year 605-267-3152 30637 Pleasant Valley Ave. SD 57073-6407 12/10/1999 12/10/2006 \$1,435.82 Westergaard Brandi Wakonda \$3,170.00 \$3,170.00 \$270.00 \$0.00 6SD16962 7 year Kiehn 605-726-3122 26391 348th Avenue Chamberlain SD 57325 11/9/1999 11/9/2006 \$3,170.00 \$3,170.00 \$270,00 \$1,400.66 \$0.00 6SD17020 4 year 605-852-2073 Cowan Ranch Box 455 Highmore SD 57345 5/17/2000 5/17/2004 \$5,519.00 \$5,519.00 \$270,00 \$1,182.01 \$1,182.01 \$1,440,36 6SD17263 7 year Mary 605-425-2382 630 N Dakota Salem SD 57058 12/14/1999 12/14/2006 \$1,824.22 \$3,170.00 \$3,170.00 \$270.00 Doane 6SD17358 7 year as cRosedale Colony 605-239-4526 25986 Rosedale Rd Mitchell SD 57301 9/24/1999 9/24/2008 \$3,170.00 \$6,340.00 \$270.00 \$2,822.54 \$0.00 6SD17438 6 year Wagner Rill 605-853-2395 18471 362nd Avenue St. LawrenceSD 57373 8/17/2001 8/17/2007 \$3,170,00 \$3,170,00 \$270.00 \$2,006,57 \$2,006.57 0 6SD17752 7 year \$949,73 Crawford Randy 820 S. High St. Aberdeen SD. 57401 10/1/1996 10/1/2006 \$3,170.00 \$3,170.00 \$270,00 \$949.73 6SD18290 5 year Rea Hybrids Inc. 605-225-7061 PO Box 908 Aberdeen SD 57401-0908 8/21/2001 8/21/2006 \$5,519,00 \$5,519,00 \$270.00 \$3,320.15 \$3,320,15 6SD18486 5 year Watertown Co-op Elevator Association 605-886-3039 1810 Burlington Northern Drive Watertown SD 57201-4195 \$3,348,90 \$3,348,90 8/31/2001 8/31/2006 \$5,519.00 \$5,519,00 \$270.00 6SD18509 3 year Creative Financial Service 605-882-3465 420 10th Street NW Watertown SD 57201 8/1/2002 8/1/2005 \$7,213.00 \$7,213.00 \$5,067.53 \$5,067.53 6SD18615 5 year 6058522435 34275 203rd Street SD 57345 12/15/1998 \$3,170.00 \$270.00 \$277.93 Bawden Larry D. Hiohmore 12/15/2003 \$3,170.00 \$0.00 6SD18676 10 year Sunshine Bible 400 Sunshine Dr. Miller SD. 57362 2/21/1998 2/21/2008 \$3,170.00 \$3,170.00 \$270.00 \$1,353.12 50.00 6SD18737 5 year Cutler Kent 6052260014 or 605222403 8th Ave NE Aberdeen SD 57401 11/6/1999 11/6/2006 \$5,519.00 \$5,519.00 \$270.00 \$2,529.04 \$0.00 6SD18823 6 year assocBales Continental Commission Compan605-352-8682 605-35 West Highway 14 P.O. Box 1337 SD 57350 \$1,505.23 \$1.505.23 Humn 2/16/2000 2/16/2006 \$3,675.03 \$3,675,03 \$270.00 6SD18836 3 year Dakota Bodies Inc 605-882-1400 601 Pheasant Ridge Dr PO Box 1655 Watertown SD 57201 9/5/2002 9/5/2005 \$5,519,00 \$5,519:00 \$4,053.65 \$4,053.65 6SD18962 7 year assocDakota Claims Service Inc 605-225-0725 1603 8th Ave NE PO Box 291 Aberdeen SD \$270.00 \$2,792.90 \$2,792.90 57401 3/14/2000 3/14/2007 \$5,519.00 \$5,519.00 \$1,288.59 6SD18985 6 year 605-787-5726 \$1,288.59 Engel Craio HC 80 827-35 Piedmont SD 57769 2/21/2000 2/21/2006 \$3,170.00 \$3,170.00 \$270.00 6SD19049 7 year assocKent D. Clarke Insurance 605-458-2497 20261 374th Ave PO Box 76 \$1,340.56 \$0.00 Wessington SD 57381 9/17/1999 9/17/2008 \$3,170.00 \$3,170.00 \$270.00 6SD19062 6 year -Anderson Richard 605-733-2423 HCR 30 Box 88 Mobridge SD 57601 7/7/2000 7/7/2006 \$3,170.00 \$3,170,00 \$270.00 \$1,469,19 \$1 585 88 6SD19102 6 year Koupal 605-286-3360 40136 305 St. Dante SD 57329 9/5/2001 9/5/2007 \$3,170,00 \$3,170,00 \$270.00 \$2,031.72 \$2,031,72 Peggy 6SD19163 5 year Midwest Credits Inc. 605-225-3262 320 So, 1st St PO Box 1088 Aberdeen SD 57401 9/6/2001 9/6/2006 \$5,519.00 \$5,519,00 \$270,00 \$3,366.14 \$3,366.14 1 Dakota Fluid Power 6SD19191 4 year 605-338-9982 Sloux Falls SD \$8.012.87 \$8.012.87 3500 N. St. Paul Ave. 57104 11/5/2002 11/5/2006 \$3,170.00 \$9,510.00 'n 6SD19301 7 year Vankekerix Pamela S. 605-543-5797 P.O. Box 26 Lyons SD 57041 1/17/2000 1/17/2007 \$3,170.00 \$3,170.00 \$270.00 \$1,478,92 \$0.00 6SD19437 5 year Lammers 605-392-2343 35790 Lammers Lane SD 57362 3/17/1998 3/17/2003 \$3,170.00 \$3,170,00 \$270.00 (\$155.64) (\$155.64) Ken Miller 6SD19516 4 year Dakota Plains Ag Center LLC 605-935-6791 41055 282nd St Parkston SD 57366 10/11/2002 10/11/2006 \$3,170.00 \$3,170.00 \$2,616.71 \$2,616.71 6SD19760 4 year \$3,224.48 Dakota Truck Sales 605-787-9315 11680 J.B. Road Black Hawk SD 57718 6/13/2000 6/13/2004 \$5,519,00 \$5,519.00 \$270,00 \$1,279.02 6SD20057 6 year 605-361-7058 5400 W 57th St. #10 Sloux Falls SD \$2,033.04 52 033 04 Jensen m 57106 9/6/2001 9/6/2007 \$3,170.00 \$3,170.00 \$270.00 6SD20187 4 year Dave Hahler Automotive Inc. 605-345-4792 500 E Hwy 12 Webster SD 57274 8/29/2002 B/29/2006 \$5,519.00 \$5,519,00 \$4,393.29 \$4,393.29 6SD20332 7 year assocForman 605-852-3142 Ree Heights SD. \$1,133,01 \$689.28 Chad PO Box 133 57371 3/18/1999 3/18/2006 \$3,170.00 \$3,170.00 \$270.00 f \$4,317,74 6SD20610 4 year Day County Sales & Service Inc 605-345-3391 901 W Hwy 12 W Webster SD 57 74-2217 8/9/2002 8/9/2006 \$5,519.00 \$5,519.00 \$4,317.74 6SD20863 6 year Geranen 605-987-5712 48046 290th Street Canton SD 57013 3/27/2000 3/27/2006 \$3,170,00 \$3,170,00 \$270.00 \$1,334,19 \$1,334.19 Kipp \$528.88 6SD20930 5 year assocDeiter Brothers 605-598-6712 35163 163rd Street Faulkton SD 57438 4/11/2000 4/11/2005 \$1,737.67 \$1,737,67 \$270,00 \$528.88 6SD21005 7 year assocGesinger Greg 605-853-3830 423 W. 1st St. Miller SD 57362 9/20/1999 9/20/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,343.96 \$0.00 6SD21097 6 year Peters Lon & Chris 605-669-2206 605-66 HCR 74 Box 53 SD 57559 7/14/2000 \$3,170.00 \$270.00 \$1,478,46 \$1.593.33 Murdo 7/14/2006 \$3,170,00 SD. \$1,383.65 6SD21256 7 year Svite Chris & Heldi 605-287-4374 34742 145th St. Roscoe 57/ 71-7703 10/25/1999 10/25/2006 \$3,170.00 \$3,170.00 \$270.00 \$0.00 6SD21266 4 year Delperdang Steve 712-376-4537 902 fairway lane Hartford SD 57033 12/16/1999 12/16/2005 \$3,170.00 \$3,170.00 \$270.00 \$1,199.95 \$1,199.95 6SD21276 3 year \$5,519.00 \$2.237.64 BBC Entertainment Inc. 6054523379 or 60585P.O. Box 21 Mission SD \$270.00 \$867.64 57555 12/21/2000 12/21/2003 \$5,519.00 6SD21291 7 year as: cSchonebaum Joe & Penny 605-775-2025 RR 2 Box 31A Burke SD 57523 11/19/1999 11/19/2006 \$3,170.00 \$3,170,00 \$270,00 \$1,412.01 \$0,00 Wessington SD 6SD21443 6 year Luckett Val & Dawn 605-539-9281 37859 234th Street 57382 12/1/2000 12/1/2006 \$3,170.00 \$3,170,00 \$270,00 \$1,663,76 \$2,145.02 \$1,546.92 6SD21609 3 year Farmers & Merchants State Bank 605-942-7781 101 S Main St PO Box 10 Plankinton SD 57368 5/11/2001 5/11/2004 \$5,519.00 \$5,519.00 \$270.00 \$1,546,92 \$1,553.60 \$0.00 6SD21723 10 year Suzanne Geppert Pukwanna. SD 57370 10/31/1998 10/31/2008 \$3,170.00 \$3,170.00 \$270.00 Bernie Quaschnick State Farm Insuranc605-845-3603 SD \$783.89 \$783.89 6SD21776 3 year P.O. Box 848 422 W. Grand Crossing Mobridge 57601-0848 \$2,850.00 \$2.850.00 \$270.00 5/21/2001 5/21/2004 6SD21798 7 year SD. \$3,170.00 \$3,170.00 \$270,00 \$1,345.09 \$0.00 Hageman D.V.Mouglas PO Box 414 Highmore 57345 9/21/1999 9/21/2006 6SD21943 4 year Mobridge Motors Inc. 605-845-3671 Mobridge SD 57601 9/2/2000 9/2/2004 \$5,519,00 \$5.519.00 \$270.00 \$1,570.03 \$3,026,75 6SD21975 3 year Den Besten Seed Co Inc. 605-337-3318 PO Box 896 Platte SD 57369 3/13/2002 3/13/2005 \$5,519.00 \$11,038.00 \$270.00 \$6,179.81 \$6,179.81 6SD22109 4 year 605-948-2311 327 2nd Ave W. PO Box 173 SD 57450 9/16/2000 9/16/2004 \$5.519.00 \$5,519,00 \$270.00 \$1,620.33 \$2,938,71 Seurer insurance Agency Hoven \$3,360,85 Stockholm SD \$11,03B.00 \$3,360,85 6SD22276 4 year Stockholm Refrigeration Inc. 605-676-2312 605-6715699 470th Avenue 57264 9/21/2000 9/21/2004 2 \$5,519.00 \$270.00 6SD22308 7 year assocUpland Hutterian Brethren Inc. 605-996-7105 24221 412lh Ave. Artesion SD 57314 11/2/1999 11/2/2006 2 \$3,170,00 \$6,340,00 \$270,00 \$2,915.12 \$2,915.12 SD. 9/30/1999 9/30/2006 \$3,170.00 \$6,340,00 \$270.00 \$2,836,78 \$0.00 6SD22733 7 year assocDen Besten Seed Co. Inc. 605-337-3520 PO Box 896 Platte 57369 2 57053 10/12/2000 10/12/2004 \$1,713,74 6SD22776 4 year Vetch Insurance Agency Inc. 605-297-4747 182 N. Main St. PO Box 147 Parker SD 1 \$5,519.00 \$5,519.00 \$270.00 \$1,713.74 6SD22943 4 year 605-993-6133 Scenic SD \$5,519.00 \$5.519.00 \$270.00 \$1,713,74 \$2,980,29 Merrill P.O. Box 324 57780 10/12/2000 10/12/2004 Twila \$1,720.92 \$3,469,16 6SD23109 4 year Mertill 605-867-5533 P.O. Box 331 Pine Ridge SD 57770 10/14/2000 10/14/2004 \$5,519.00 \$5,519.00 \$270.00 Bud George W. & Jo A.

57555 10/19/2000 10/19/2004

57533 10/15/2002 10/15/2008

57642 11/8/2000 11/8/2004

57532 11/21/2000 11/21/2004

\$5,519.00

\$3,170.00

\$5,519.00

\$5,519.00

2

\$5,519.00

\$6,340,00

\$5,519,00

\$5.519.00

\$270,00

\$270,00

\$270.00

\$1,738.89

\$5,614.02

\$1,810.74

\$1,857.45

\$3,596.93

\$3,022.95

\$5.614.02

\$1,857.45

Mission

Gregory

Ft. Plerre

McLaughlin SD

SD

SIL

SD

sas communications, inc.		Est of South Davola biebain columbia	ū		AS OT:	6/23/2003								
Type of					Contract	Expiration	How many	Expiration How many received per		Equipment		Aberdeen Financed	Financed	on non-Financed
contract Last Name	Customer Phone	Address	City State	e Zipcode	Date	Date	contracts	contract	Total Received	Charges	-	Finance	[note 1]	Contracts
7 year assoc	605-283-2611	11866 337th Avenue	Eureka SD	57437	1/3/2000	1/3/2007		\$3,170.00	\$3,170.00	\$270.00				\$1,463.04
6SD23943 4 year Warner Public School	605-225-6397	110 1st Ave. SW	Warner SD	57479	3/21/2001	3/21/2005		\$2,700.00	\$2,700.00	\$270.00	\$1,059,49			\$2,051.46 \$1,059.49
7 year	605-886-3724	46472 171st Street	Goodwin SD	57238	7/8/1999	7/8/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,260.03			\$1,260.03
6 year assocThomas	605-973-2448	P.O. Box 263		57564	6/14/2000	6/14/2006	_	\$3,675.00	\$3,675.00	\$270.00	\$1,689.29			\$1,689.29
2 year Duxbury	605-458-2559	21060 375th Avenue	g	57381	1/11/2001	1/11/2003		\$1,350.00	\$1,350.00	\$270.00	(\$241.15)	\$0.00	-,	
6SD24276 4 year BankStar Financial aka Com Exchange 605-542-268	805-542-2681	124 Fix Street	Elkfon SD	57026	4/20/2001	4/20/2005	<u>.</u> -	\$3,030,00	\$2,630.00	\$270.00	\$1,555,04			. \$2,539.64 \$1 183 34
10 year	605-883-4804	20975 379th Ave.	ngton	57381-8509	3/17/1999	3/17/2009	<u>.</u>	\$3,170.00	\$3,170.00	\$270.00	\$1,662.36	\$0.00	~	
6 year	605-964-2837	P.O. Box 727	Eagle Butte SD	57625	5/22/2000	5/22/2006	_	\$3,170.00	\$3,170.00	\$270.00	\$1,408.31	\$662.87	-	
4 year First State Bank	605-853-2473	201 N. Broadway PO Box 199	Miller SD	57362	4/27/2001	4/27/2005		\$5,529.00	\$5,529.00	\$270.00	\$2,426.12			\$2,426.12
6SD24773 7 year Miller Mark	605-925-4992	P.O. Box 350	Freeman SD.	57079	9/5/1999	9/5/2006		\$5,519,00	\$5,519.00	\$270.00	\$2,482.59		٥	\$2,482.59
4 year Community Sta	605-432-5111	215 W. 4th Ave. PO Box 110		57252	5/24/2001	5/24/2005	<u>.</u>	\$2,852.00	\$2,852,00	\$270.00	\$1,238.87			\$1,238.87
4 year	605-996-6633	2600 W Havens St		57301	7/18/2002	7/18/2006	_	\$8,219,00	\$8,219.00		\$6,306.30			\$6,306.30
4 year	605-882-2222	3100 9th Ave SE	Watertown SD	57201	9/10/2002	9/10/2008	_	\$5,519.00	\$5,519.00		\$4,438.62			\$4,438.62
4 year Evanson-Jense	605-374-3805	501 7th Ave West - PO Box 90	_	57638	9/11/2002	9/11/2006	_	\$5,519.00	\$5,519.00		\$4,442.40		•	\$4,442.40
6SD25711 7 year assocEvergreen Hutterian Brethren Inc.	605-324-3303	35691 156th Street	Fauikton SD	57438	7/7/2000	7/7/2007	ν -	\$3,170,00	\$6,340.00	\$270.00	\$3,502.84	40,00	-	\$3,502.84
4	605-264-5592	18756 280th Avenue	Pierre SD	57501	7/12/2000	7/12/2004	_	\$5,519,00	\$5,519.00	\$270.00	\$1,383.21	\$0.00	-	
assocOak Lane Colo	605-825-4293 605-77	605-7726730 423rd Ave.	ndria.	57311	9/23/1999	9/23/2006	. ω	\$3,170.00	\$9,510.00	\$270.00	\$4,292.97	\$0.00	• -	
4 year	605-967-2200	127 North 5th Ave West PO Box 397	Faith SD	57626	8/20/2002	8/20/2006	-	\$5,519.00	\$5,519.00	45,000	\$4,359.29	40.00		. \$4,359.29
4 year	605-765-2564	P.O. Box 243	Gettysburg SD	57442	7/5/2000	7/5/2004	_	\$5,519.00	\$5,519.00	\$270.00	\$1,358.06	\$2,759.88	-	
7 year Hanson	605-226-3707	39432 128th St.		57427	9/7/2001	9/7/2008		\$3,170.00	\$3,170.00	\$270.00	\$2,158.27			\$2,158.27
6SD27072 4 year Williamson Doug	605-341-7875 605-34	605-341-7875 605-34 4800 Everest Road #19	Rapid City SD	57702	3/16/2000	3/16/2004		\$5,519.00	\$5,519.00	\$270.00	\$959.26			\$959.26
6SD27304 6 year · Scheller Joe	605-436-6754	502 Linn St		57473	8/24/2000	8/24/2006	-	\$3,170.00	\$3,170.00	\$270.00	\$1,532.72	\$1,726.44	-	
10 year	605-426-6817 or 605-	605-426-6817 or 605- P.O. Box 538 110 4th Ave.	lpswich SD	57451	8/14/1999	8/14/2009		\$3,170.00	\$3,170.00	\$270.00	\$1,781.44			\$1,781.44
6SD27944 5 year Rausch Gary	605-447-5882	33857 SD Hwv 20	Onaka SD	57466	9/12/2001	9/12/2006		\$3,170.00	\$3,170,00	\$270.00	\$1,869.28		o	\$1,869.28
4 year Fatmia Family	605-472-2405	38566 174TH Street PO Box 55	_	57469-0055	10/1/2001	10/1/2005	_	\$5,519.00	\$5,519.00	\$270.00	\$2,985.57			\$2,985.57
6 year Engelhart Farm	605-329-2714	11750 389th Avenue	Westport SD	57481-6400	9/13/2001	9/13/2007	_	\$3,170.00	\$3,170.00	\$270.00	\$2,042.31			\$2,042.31
7 year Greff	605-352-6991	39240 US Hwy 14	~		10/15/1999	10/15/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,372.31	\$0.00	• -	
65026210 / year Fawcett wayne	605-853-3930	36111 211th Street 7 Fast Hinhway 12 - DO Boy 77		57445	5002/15/05 666 /97/11	10/24/2005		\$3,170,00	\$3,170,00	00.072	\$1,419.90	\$0.00	-	\$2 744 67
4 year	605-845-2649	505 N Main St PO Box 85	Mobridge SD	57601-0085	9/19/2001	9/19/2005	<u>.</u>	\$5,519.00	\$5,519.00	\$270.00	\$2,942.46		0	\$2,942.46
7 year assoc	605-532-3585	RR#1 Box 28	Carpenter SD	57322-9721	2/22/2000	2/22/2007	4	\$3,170.00	\$12,680.00	\$270.00	\$6,503.48			\$6,503,48
4 year Fred Haar Co In	605-925-4241	615 N Hwy 81 - PO Box 338	Freeman SD	57029	9/6/2002	9/6/2006		\$5,519.00	\$5,519.00	2000	\$4,423.51	5	•	\$4,423.51
6SD29514 7 year assocPlatte Livestock Market/Charles Mix Co 605-337-2655	005-337-2655	PO Box 905	Platte SD.	57369	10/6/1999	10/6/2006	N -	\$3,170.00	\$6.340.00	\$270.00	\$2,851.02	40,00	-	\$2,851.02
		•			10/28/1998	10/28/2008	۰	\$3,170.00	\$3,170.00	\$270.00	\$1,551.22	\$0.00	-	
4 year	605-845-2927	P.O. Box 669	Mobridge SD	57601	8/15/2000	8/15/2004	20	\$5,519.00	\$11,038.00	\$270.00	\$3,088.15	\$5,759.69	-	
5 year Frontier Ford Co	605-337-3328 toby	400 W 7th St PO Box 390		57369-0390	7/8/2002	7/8/2007		\$5,519.00	\$5,519.00		\$4,461.14			\$4,461.14
10 year Subman	605-227-3016	14135 338th Ave	Bosone SD	57471	1002/12/6	2002027		\$3,170.00	\$3,170.00	\$270.00	75 507 13 CF.001 76			\$4,100.30
6SD30481 6 year Jensen Fur's	6058522462	32855 179th Street	Highmore SD	57345	4/1/2000	4/1/2006	 	\$3,170.00	\$3,170.00	\$270,00	\$1,340.80		0	\$1,340.80
10 year 8	605-853-3757	36181 202nd St.		57362	3/17/1999	3/17/2009	_	\$3,170.00	\$3,170.00	\$270.00	\$1,662,36	\$0.00		
4 year Schramm	605-665-8209	710 West 8th Street	DI	5707B	6/13/2000	6/13/2004	_	\$5,519.00	\$5,519.00	\$270.00	\$1,279.02		0	\$1,279.02
7 year assocWolf Creek Hut	605-925-7253	42906 Colony Road	Olivet	57052	10/13/1999	10/13/2006	4	\$3,170.00	\$12,680.00	\$270.00	\$5,862.84	\$1,459.35	-	
6 year Simon	605-442-2550	32461 146th Street	Tolstoy SD	57475	9/29/2001	9/29/2007		\$3,170.00	\$3,170.00	\$270.00	\$2,063.49			\$2,063.49
6SD32174 4 year Gettystum Feed & Grain Inc	605-765-9481	412 North East St PO Box 125	Gettysburg SD	57442-0125	7/19/2002	7/19/2006		\$5,519.00	\$5,519.00	4270.00	\$4 238 41			\$4.238.4
	605-765-2195	107 N. Main	Gettysburg SD	57442	5/2/2000	5/2/2004	<u>.</u>	\$5,519.00	\$5,519.00	\$270.00	\$1,128.12			\$1,128.12
7 year	605-886-2828	1560 N Hwy 20		57201	10/26/2001	10/26/2008	_	\$3,170.00	\$3,170.00	\$270,00	\$2,213.84			\$2,213.84
assoc	605-472-0772	17866 Glendale Drive	Frankfort SD	57440	6/7/2000	6/7/2007	4	\$3,170.00	\$12,680.00	\$270.00	\$7,015.83			\$7,015.83

	6SD42825 4		-	٠.	6SD42240 4)		_	-							6SD40927 7		7	-	_	_	_	·	6SD39635 7			_			_	6SD37507 7							65D35449 4										6SD33501 7				Account#	Confidence	See Communications, Inc.
vear Schmit			4 year Jan H	year associahraus	4 year Jame	6 year J. Dia	5 year lverso	5 year Brosnan	7 year Gerard	7 year associ-utte	3 year Huror	10 year Hoffman		4 year Big S	7 year assocHoffman	/ear assocMcLa	39S00	6 year Hojer	-			_	year Heasley	_	_				6 year Nelson	7 year Hall		assoc	5 year Grottke	10 year Grismer	ear assocGreen	•	A year Great	asso	7 year O'Neal	6 year Graves						7 year Even	7 year associated	-		4 year Harry		Type of	cations, inc.
Schmitt Alvin H.	s Union	mer Jeff	Jan Hewitt State Farm Insurance	us Dennis	James River Broadcasting	J. Diamond T Inc.	verson Chrysler Center	nan Mike	rd Philip	Hutt	Huron Manufacturing Corp.	nan Maurice		Big Stone Broadcasting Inc.	tan Perry	6 year assocMcLaughlin Sr. Steven A.				enman					rhals John	라	т Вов	Foal	Teny		leo Assi	ordahl Jack	ke Roydean	ner Roy	7 year assocGreenwood Hutterian Brethern Inc.	Rick Reber	Great Plains International Inc			es Vicky .	Grant County Implement Co.	Pioneer Ford	First State Bank Miller Highmore	Grand River Casino	Redfield Independent School District	7 year Evermen Sunniv	State Faint Institution Brethren inc	an James		Harry Implement Inc.	Last Name First Name	vednesien	J
605-853-9150 \ 9110 \ Box 246	605-352-6761	605-539-9016	605-859-2559	6054372606	605-224-8686	605-845-8164	605-996-5683	6053527728	605-943-5634				605-353-1865	605-432-5516			8	605-854-3957	605-226-1104	605-542-4411	605-258-2620	605-647-5709	605-943-5669	605-482-8315	605-984-2352	605-229-3632	605-875-3332	605-842-2505	505-25R-2698	805-322-500 0002-888-000	6897-999-509	605-775-2531	605-472-3439	605-283-2680	6057795221 or 6057728781 402nd Ave.	200 000 0000	605-335-3630	605-324-3653	605-458-2637	605-996-9850 996-62521 N. Edgerton	605-432-5523	605-397-2311 605-39 111 N. Main	605-853-2473	605-845-7104	605-472-2315	605-225-4241	805-276-200	1170-577-509	605-934-2493	605-395-6421	Customer Phone		
Box 246	PO Box 1388	22990 377th Avenue	101 N. Center Ave. PO Box 608	10137 325th Ave.	PO Box 1197	12636 303rd Ave.	600 South Burr Street	1752 McDonald Drive	21010 348th Avenue	cell #3 14625 401 Avenue	550 Nevada SW PO Box 1398	13754 323 Ave.	20789 4039V	PO Box 1005	31660 139th SL	P.O. Box 464	60540068 Huron Colony Lane	43968 208th Street	2612 S. Hwy 281	4831 221st Street	17956 312TH Avenue	46569 286th St	21001 Green Valley Rd.	21444 444th Ave.	29457 482nd Ave.	PO Bax 306	21744 Westbend Rd.	W Highway 18 PO Box 391	304 10th Ct	1635 W 10th 6t	ZTUU5 3/5th Ave.	742 Main St. PO Box 352	36069 167th St.	12525 328th Ave.	728781 402nd Ave.	TO THE CASE OF THE PARTY OF THE	AS11 N Ciff Ave - DO Boy BARRY	207 3rd St. E. PO Box 62	325 Wessington St N - PO Box 2	2521 N. Edgerton	PO Box 229	9 111 N. Main	209 Commercial SE	PO 80x 639	502 E. 2nd St	1515 6h Ave SE PO Box 398	23843 4564 Avenue	220 N. Johnson	47858 296th SL	Center Street PO Box 841	Address		tist of south Dakota prepate contracts
Gregory	Huron	Wessington	Philip	Eureka	Plerre	Selby	Mitchell	Huron	Ree Heights SD	Stratford	Huron	Bowdle	Huron	Milbank	Bowdle	Fort Thomps SD	Huron	Lake PrestonSD	Aberdeen	Eikton	Onlda	Lennox	Ree Heights SD	Lake PrestonSD.	Hudson	Aberdeen	Harrold	Winner	Onlida	Cinc Ealle	Wessington	Burke	Miranda	Bowdle	Delmont	Aherdeen	Show Ealle	Cresbard	Wessington	Mitchell	Milbank	Groton	Highmore	Mobridge	Redfield	Ahardeen	Minfred	Plene	Alcester	Ferney	City		Ε
9 8	8 8		8	8	S	SD		SD	SO	SO	8	SD	SD.		SD.	SSD	8	insD	S	SD.	S	S	SD	Ž.				8 8	3 5	3 8			SD.		SD 5733	3 8	3 8	3 8		SD	S	8	SD	8	8 8	3 8	3 8	3 5	3 8	8	6		
57601			th.		57501 11.	,-	57301-4000	57350 3		-				57252-0705 11/	57428	_		57249 7/				_	57371 12/						57564 7	_	-			_			57118 10			57301 11/					_	4	57076				Zipcode		
6661/6/11	1/9/2002	1/3/2000			11/30/2001 1		7/1/2002	3/11/2000 :				_	9/6/1999	11/19/2001 1		-		_	8/4/1999							-4		3/21/2002				_		=			SERIAN 1			11/16/2000 1	.~			9/3/2002		10.000				7/12/2000		Contraid	
5/4/2004	9002/6/1	1/3/2007	5/31/2005	3/28/2007	1/30/2005	11/18/2008	7/1/2007	3/11/2005	2/1/2007	1/31/2007	10/1/2005	4/5/2009	9/6/2006	1/19/2005	4/5/2006	3/10/2006	2/17/2007	7/20/2006	8/4/2005	7/9/2006	11/13/2006	11/16/2007	12/27/2006	9/22/2006	6/4/2006	11/15/2005	12/7/2006	3/21/2007	7/17/2006	2/2//2006	9002/8/6	12/21/2006	5/26/2003	12/27/2007	5/2/2008	BOOL CAR	07377006	3/1/2007	12/7/2006	11/16/2006	8/9/2006	11/6/2006	4/27/2006	9/3/2005	4/2/2006	10036001 1003600	5/20/2006	//30/200/	11/24/2006	7/12/2004	Date	Expiration	
	· w			_	ω		-4		_	u	_	_	_	_	_	_	u	_	_	_	_	_	<u>-</u>	<u>-</u>	٠.	_4	<u>.</u> .	۰.		۔ ،		-4	_	-4	- 4 -	۰.			-4	_		-4 -	_4	ω -	٠.	٠,	ب. و س	. ــ		-1	contracts	How many	
\$3,170.00	\$5,519.00	\$3,170.00	\$5,519.00	\$3,170.00	\$5,519.00	\$3,170.00	\$5,519.00	\$3,170.00	\$3,170.00	\$3,170.00	\$5,519.00	\$3,170.00	\$3,170.00	\$5,519.00	\$3,170.00	\$3,675.03	\$3,170.00	\$3,170,00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170,00	\$5.519.00	\$3,170,00	\$5.519.00	93,170,00	\$3,770.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,000,00	20,770,00	\$3,170.00	\$3,170.00	\$1,837.65	\$5,519.00	\$5,519,00	\$2,700.00	\$5,519.00	50,000,00	\$3,170.00	\$5,519.00	\$3,770.00	\$3,170.00	\$5,519,00	contracts contract	received ner	
\$3,170.00	\$16,557.00	\$3,170,00	\$5,519.00	\$3,170.00	\$16,557.00	\$3,170.00	\$5,519.00	\$3,170.00	\$3,170.00	\$9,510.00	\$5,519.00	\$3,170.00	\$3,170.00	\$5,519.00	\$3,170.00	\$3,675.03	\$9,510,00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$5.519.00	\$3,170.00	\$5.519.00	\$3 170 00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3 170 00	\$5,170,00	\$3,170.00	\$3,170.00	\$1,837.65	\$5,519.00	\$5,519.00	\$2,700.00	\$16,557,00	\$2 700 00	\$3,170.00	\$5,519,00	\$3,170.00	\$3,170.00	\$5,519.00			
\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270,00			\$270.00	\$270.00	\$270,00		\$270.00	\$270.00	\$270,00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	2270 00	00.07	\$270.00	\$270.00	\$270.00		\$270.00	\$270.00	4	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	Charges	Equipment	
\$1,400.66 \$1,135.31	\$10,378,64	\$1,463,04	\$2,543.66	\$1,558.92	\$9,932.73	\$2,856.18	\$4,439.98	\$995.78	\$1,495.93	\$4,762.74	\$4,184.57	\$1,677.44	\$1,328.08	\$3,161.62	\$1,153.42	\$1,540.11	\$4,824.17	\$1,486.40	\$1,022,67	\$1,261.17	\$1,639,94	\$2,127.02	\$1,455.10	\$1,346.23	\$1,221.47	\$3,147,24	\$1,432.42	\$3,929.56	\$1,407.47	\$1,296,53	\$1,330,35	\$1,448.30	(\$44.47)	\$1,308.65	\$2,013.10	\$1,001.00	\$1,394,99	\$1,528.29	\$1,432.42	\$888.65	\$4,317.74	\$3,541.49	\$1,382,68	\$12,130.72	\$1 349 41	74 EFC C3	\$2,877.46	\$1,189.54	\$1,417.68	\$1,383.21	"Uneamed" Amount		
\$0.00	3	\$0.00	<u>.</u>						\$139.05	\$0.00			\$0.00					\$1,576.41	\$0.00	\$0.00			\$0.00					40.00	5000		\$0.00	\$0.00	\$0.00	\$0.00			40.00	Š	\$0.00									\$0,00	1		Finance	Aberdeen	
-		-							-	-			-	٥		0			_	_			_			o			-		-			-			-	. 0	-,									_	•		[note 1]	Financed	
\$1,135.31	310,378.64	7.00	\$2,543.66	\$1,558.92	\$9,932.73	\$2,856.18	\$4,439.98	\$995.78			\$4,184.57	\$1,677.44		\$3,161.62	\$1,153.42	\$1,540.11	\$4,824.17				\$1,639.94	\$2,127.02		\$1,346.23	\$1,221.47	\$3,147.24	\$1,432.42	\$3,929,56	41,707.71	27,207,15					\$2,013.10	\$1,497.24	54 S01 OS	\$1,528.29		\$888.65	\$4,317.74	\$3,541.49	\$1,382.68	\$12,130.72	17 675 15 40'017'7#	71.200,00	\$2,877.46		\$1,417.68	\$1,383.21	Contracts	Aberdeen Financed on non-Financed	

S&S Communications, Inc.

6SD50443 6 year

6SD50571 10 year

6SD50609 6 year

6SD50730 7 year

Wittmeler

Leboldus

Leiferman

Senn

Mariene

Dwayne

Angela

Joe

List of South Dakota prepaid contracts

605-286-3316

605-447-5898

605-436-6773

605-842-2049

RR 2 Box 42

33843 145th Street

16507 333rd Avenue

482 W. 9th Street

As Of:

6/23/2003

Confidential Treatment Requested Type of Contract Expiration How many received per Equipment Aberdeen Financed on non-Financed Account# contract Last Name First Name **Customer Phone** Address City State Zipcode Date . Date contracts contract Total Received Charges "Unearned" Amount Finance [note 1] Contracts 6SD43476 4 year 605-352-6761 PO Box 1388 SD 57350 Farmers Union Ins. Agents Plan Huron \$10,652.69 1/18/2002 1/18/2006 \$5,519,00 \$16 557 00 \$10,652,69 605-224-2393 6SD43477 2 year Darcy 300 N. Tyler Pierre SD 57501 3/16/2001 \$1,350,00 \$1,350,00 \$270.00 (\$146.47) Johns 3/16/2003 (\$146.47) 6SD43565 3 year Muth Electric Inc 605-996-3983 tem Ce400 N Rowley PO Box 1400 Mitchell SD 57301-1400 \$41,803.00 \$22,999.28 2/15/2002 2/15/2005 \$41,803.00 \$30,700,39 605-458-2510 6SD43588 7 year Waters Lowell 21911 373rd Avenue Wessington SD 57381 2/2/2000 2/2/2007 \$3,170.00 \$3,170.00 \$270.00 \$1,497.07 \$126,20 6SD43884 7 year 605-458-2667 1/20/2000 Тепту Wessington SD 1/20/2007 \$1,482,32 .iohnsen 19191 374th Ave 57381 1 \$3 170 OD \$3 170 00 \$270.00 \$1,482,32 6SD44012 7 year assocClearfield Colony 605-779-2711 40248 293rd St. Delmont SD 57330 10/28/1999 \$3,170,00 \$9,510,00 \$270.00 \$4,419.44 10/28/2006 3 \$0.00 6SD44147 3 year Clear Channel Communications Inc 605-225-1560 3980 S Dakota St PO Box 1930 Aberdeen SD 402-1930 2/20/2002 2/20/2005 \$5,519,00 \$5,519.00 \$270.00 \$2,911,85 \$2,911.85 6SD44228 2 year .lohosoo Neal 605-853-3544 21630 357th Avenue Miller SD 57362 1/15/2001 1/15/2003 \$1,350.00 \$1,350.00 \$270.00 (\$235,23) (\$235,23) 6SD44823 6 year 605-224-4916 Pierre SD 2/22/2002 2/22/2008 \$3,170,00 \$2,256.73 Healthy Lifestyles 107 River Rd 57501 \$3,170.00 \$270.00 \$2,256,73 6SO44910 5 year Wilford 605-649-6327 12933 301st Ave SD 57472 2/22/2002 2/22/2007 \$3,170,00 \$3 170 00 \$2,326,29 Secker Selby \$2,326,29 6SD44956 7 year assocJohnson 605-530-8765 523 E. Maple Canton SD 57013 2/8/2000 2/8/2007 \$3,170,00 \$3,170.00 \$270.00 \$1,503.87 \$1,503.87 Lanv SD 6SD45337 7 year assocJPJ Enterprises Inc. 6054663843 24911 459th Ave. Humboldt 57035 7/7/1999 7/7/2006 1 \$3,170,00 \$3,170,00 \$270.00 \$1,258.90 \$1,258,90 6SD45415 7 year assocSwenson Partnership 605-539-1722 38770 235th st. Wessington SD 57382 12/30/1999 \$3,170,00 \$1,458.51 \$0,00 12/30/2006 \$3,170.00 \$270.00 6SD45504 5 year Baloun 605-436-6283 16979 Ellisville Ave Highmore SD 57345 \$3,170.00 \$2,347.12 \$2,347.12 Eugene 3/6/2002 3/6/2007 \$3,170,00 6SD46018 6 year assocKadlec - KC Lu Ron & Patricia 605-426-6576 NOT A35075 144th St SD 57471 \$270.00 \$2,676,47 Roscoe 3/11/2002 3/11/2008 \$3,675,00 \$3,675,00 \$2,676.47 6SD46109 10 year Keuseman Dohn 605-229-5123 210 N. Sunset Dr. Міла SD 57462 5/13/1997 5/13/2007 \$3,170.00 \$3,170.00 \$270.00 \$1,127.60 \$1,127.60 6SD46190 3 year Kneip's of Watertown 605-882-8378 215 9th Ave SE Watertown SD 57201 3/11/2002 3/11/2005 \$5,519,00 \$5,519.00 \$270.00 \$3,002,85 \$3,002,85 o 6SD46276 5 year Willradt Motor Co Inc. 605-734-5584 115 S. Cortland PO Box 579 Chambedain SD 57325 3/12/2002 3/12/2007 \$5,519.00 \$5,519.00 \$4,104.49 \$4,104.49 6SD46515 4 year Kindler Pontiac-Cadillac Inc 605-336-2580 324 W 9th St PO Box 1524 Sloux Falls SD 57101 8/1/2002 8/1/2006 \$5,519.00 \$5.519.00 \$4,287.52 \$4,287.52 6SD46642 6 year Volek Dixie 605-852-2829 Highmore SD 57345 5/17/2000 5/17/2006 \$3,170,00 \$3,170,00 \$270,00 \$1,401.69 P.O. Box 495 \$1,401.69 6SD46749 4 year Koletzky Implement Inc 605-665-3872 2302 East Highway 50 - PO Box 589 Yankton SD 57078 10/11/2002 10/11/2006 \$5,519,00 \$5,519,00 \$4,555.72 \$4,555,72 6SD46791 5 year 6058522133 Byrum Chuck P.O. Box 12 Highmore SD 57345 12/15/1998 12/15/2003 \$3,170,00 \$3,170.00 \$270,00 \$277.93 \$0.00 6SD46843 10 year \$1,325,33 Lee Ester A. 1807 Douglas Ave. Yanton SD 57078 1/17/1998 1/17/2008 \$3,170.00 \$3,170,00 \$270.00 \$1,325,33 6SD46896 5 year Phyllis Halligan Mission SD 57555 7/19/2000 7/19/2005 \$3,170.00 \$3,170,00 \$270,00 \$1,202,25 \$0.00 6SD46986 7 year Koopmans Dairy 605-874-8523 RR 1 Box 53 Goodwin SD 57238 10/4/1999 10/4/2006 \$3,170,00 \$3,170,00 \$270.00 \$1,359.84 \$1,359.84 6SD47089 10 year Jon Frohling \$1,656.80 Hecla SD 57446 3/10/1999 3/10/2009 \$3,170.00 \$3,170.00 \$270,00 \$1,656.80 6SD47309 6 year David 605-537-4292 307 Main Street Rosholt SD 57260 4/12/2000 4/12/2006 \$3,170,00 \$3,170,00 \$270.00 \$1,355.36 \$1,355,36 Lewis 6SD47381 6 year Kramer Bret & Deenna 701-853-2414 PO Box 225 Langford SD 57454 7/17/2000 7/17/2006 \$3,170,00 \$3,170,00 \$270,00 \$1,482.43 \$1,560.26 6SD47491 7 year assocRels 605-726-3132 \$1,400.66 \$1,400.66 Allen RR 1 Box 48 Chamberlain SD. 57325-9738 11/9/1999 11/9/2006 \$3,170,00 \$3,170.00 \$270.00 6SD47606 7 year assocWestern Pump & Equipment Co. 605-458-2637 605-45 215 Wessington St. S. PO Box 3 Wessington SD 57381 12/24/1999 12/24/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,451.70 \$1,451.70 Lake County International Inc. 605-256-3521 45313-US Hwy 34 - PO Box 429 Madison SD 57042 10/9/2002 10/9/2006 \$5.519.00 \$5,519,00 \$4,548,17 \$4,548,17 6SD47826 4 vear 6SD48252 7 year assocLakeview Colony 605-487-7992 605-4928748 386th Avenue Lake Andes SD 356-6730 9/16/2000 9/16/2007 5 \$3,170.00 \$15,850.00 \$270.00 \$9,423.58 \$9,423.58 6SD48345 4 year Rossow Roger 605-437-2282 P.O. Box 273 Herreid SD 57632 5/12/2000 5/12/2004 \$3,170,00 \$3,170,00 \$270.00 \$643.12 0 \$643.12 6SD48361 7 year \$3,170.00 \$1,340,56 Scott and Kim 6058474755 or 6058420379 441st Ave. Lake PrestonSD 57249 9/17/1999 9/17/2006 \$3,170.00 \$270.00 \$1,340,56 Jensen 6SD48697 4 year Lamb Motor Company 605-258-2661 100 S Hwy 83 - PO Box 27 Onida SD 57564 7/1/2002 7/1/2006 \$5,519.00 \$5,519.00 \$4,170.41 \$4,170.41 6SD48782 7 year Rhoda 6056472760 PO Box 358 SD. 57039 9/4/1999 9/4/2006 \$3,170.00 \$3,170,00 \$270.00 \$1,325,81 \$1,325,81 Strasser Lennox 6SD48845 6 year Cermak Bill & Deb 6058522560 P.O. Box 481 Highmore SD 57345 6/7/2000 6/7/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,429.48 0 \$1,429,48 605-225-3273 SD \$3,170.00 \$270,00 \$1,488.50 \$1,488.50 6SD48902 10 year Hub City Livestock Auction Inc. P.O. Box 1735 Aberdeen 57401 8/10/1998 8/10/2008 \$3,170.00 \$1,541.99 6SD48943 6 year 605-283-2384 213 W. Main PO Box 84 \$3,170,00 \$1,541,99 Jeff Aman Aman Cattle Company Inc. Hosmer SD 57448 8/31/2000 8/31/2006 \$3,170,00 \$270,00 6SD49099 5 year 6054722437--605-89 HCR 64 Box 84 Bellefourche SD. \$3,170.00 \$3,170,00 \$270,00 (\$257,28) \$0.00 Burrows James 57717 1/12/1998 1/12/2003 6SD49109 6 year assocFt. Pierre Livestock Auction Inc. 605-223-2576 Et Pierre SD 57532 9/1/2000 9/1/2006 \$3,675,00 \$7,350,00 \$270.00 \$3,767.81 \$3,767.81 P.O. Box 400 2 6SD49109 6 year assocFt. Pierre Livestock Auction Inc. 605-223-2576 P.O. Box 400 Ft. Pierre SD 57532 7/15/2002 7/15/2008 2 \$3,675.00 \$7,350.00 \$6,199.89 \$6,199.89 6SD49126 4 year Lamb's Chevrolet & Implement Inc. 605-258-2661 100 S. Hwy 83 - PO Box 27 Onida ŞD 57564 7/1/2002 7/1/2006 \$5,519,00 \$5,519.00 \$4,170.41 \$4,170.41 SD \$270.00 \$1 544 64 \$1,544.64 605-775-2899 57523 9/2/2000 \$3,170.00 \$3,170,00 6SD49443 6 year Kemer Julia RR 1 Box 43 Burke 9/2/2006 Eagle Butte SD 6SD49609 6 year Ducheneaux Lyle 605-733-2120 P.O. Box 396 57625 9/6/2000 9/6/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,549.93 \$887.10 100 S Hiway 83 - PO Box 27 6SD49702 4 year Lamb's Discount Supply 605-258-2661 Onida SD 57564 7/1/2002 7/1/2006 \$5,519.00 \$5,519,00 \$4,170,41 \$4,170,41 \$270.00 \$1,549.93 6SD49776 6 year \$1,711.70 Long Lila Faye 605-865-3104 P.O. Box 272 Timber Lake SD 57656 9/6/2000 9/6/2006 \$3,170.00 \$3,170.00 6SD49819 6 year Buffington Don & Sandy 605-255-4374 HCR 89 Box 314A Hermosa SD 57744 5/20/2000 5/20/2006 \$3,170,00 \$3,170,00 \$270.00 \$1,405.66 \$1,405.66 14697 320th Avenue \$1,563,17 \$1,732,46 605-948-2468 SD 57450 9/16/2000 9/16/2006 \$3,170.00 \$3,170,00 \$270.00 6SD50109 6 year Karst Susan Hoven 6052863316 or 60528 P.O. Box 247 SD 57315 9/18/2000 9/18/2006 \$3,710.00 \$3,710.00 \$270.00 \$1,857,38 \$1.857,38 6SD50276 6 year assocAvon Livestock Avon Scotty 605-458-2575 21160 368th Ave. St. LawrenceSD. 57373 10/20/1998 10/20/2008 \$3,170.00 \$3,170.00 \$270.00 \$1,544.87 \$0.00 6SD50432 10 year Parmely SD \$5,519.00 \$5,519.00 \$270.00 \$1,677.81 \$1,677.81 6SD50438 4 year Larson Fune al Home 605-845-2200 P.O. Box 100 Mobridge 57601 10/2/2000 10/2/2004

57315

57466

57473

9/18/2000

3/27/1999

9/26/2000

57580 12/20/1999 12/20/2006

9/18/2006

3/27/2009

9/26/2006

\$3,170.00

\$3,170,00

\$3,170,00

\$3,170.00

\$3,170.00

\$3,170,00

\$3,170,00

\$3,170.00

\$270.00

\$270.00

\$270.00

\$270.00

\$1,565.81

\$1,670.30

\$1,576.40

\$1,447.16

\$1,854.50

\$1,713.54

\$0.00

\$1,670,30

SD

SD

SD

SD

Avon

Onaka

Seneca

Winner

6SD54443 6 year

6SD54609 6 year

6SD54657 10 year

6SD54776 6 year

6SD54825 6 year

6SD54903 4 year

6SD54943 6 year

6SD55097 3 year

6SD55109 6 year

6SD55209 5 year

6SD55276 6 year

6SD5529B 7 year

6SD55331 4 year

6SD55443 6 year

6SD55578 4 year

Honeymann

Honeymann

Stiegelmeier

McKiver

McCloud

Symens

Mellema

Dirk

Grobe

Nelsen

Ament

Les

Larry

lames

Farmers Union Ins Agents Plan #2

tett

Herman

Janice I

Scott

.feff

Jerry

Medical Billing Solutions Inc

Menno Livestock Auction

Hand County Implement

Steven & Keri

Rill

605-374-9734

605-524-3275

605-361-0843

605-649-7013

605-352-6761

605-472-0938

605-335-1079

605-698-3087

605-337-3767

605-397-8372

605-345-4928

605-387-5180

605-853-3033

705 10th Street West

10518 226th Avenue

6408 W. Bonnie Ct.

16266 366lb Avenue

27626 363rd Avenue

12848 400th Avenue

PO Box 8 710 Main St

1410 N Broadway Ave

602 S. Pearl PO Box 373

401 E 8th Street - Suite 313

PO Box 66

30828 128 51

PO Box 1388

Rt 3 Box 215

605-995-0970 cell pho41416 251st Street

List of South Dakota prepaid contracts

As Of:

6/23/2003

Confidential Treatment Requested Expiration How many received per Equipment Aberdeen Financed on non-Financed Type of Contract Account# contract Last Name First Name Customer Phone Address City State Zipcode Date Date contract Total Received Charges Finance [note 1] contracts "Uneamed" Amount Contracts 6SD50776 6 year 605-895-2358 Palmer Dona P.O. Box 444 Presho SD 57568 9/27/2000 9/27/2006 \$3,170,00 \$3,170,00 \$270.00 \$1.577.73 \$1,705.08 6SD50943 6 year assocHometown Lumber 605-285-6303 P.O. Box 248 Bowdie 57428 4/20/2001 SD 4/20/2007 \$3,675,03 \$3,675,03 \$270.00 \$2,171,08 \$2 171 DR 6SDS1045 10 year Badger Sherry 29119 195th St. Pierre SD. 57501 3/19/1999 3/19/2009 \$3,170,00 \$3,170.00 \$270.00 \$1,663,95 \$0.00 6SD51109 6 year 6055763271 \$1,602.88 Burghduff Lex HC 63 Box 22. Ludlow SD 57755 10/16/2000 10/16/2006 \$3,170.00 \$3,170,00 \$270.00 \$1.834.55 6SD51111 10 year 226-1073 226-3191 812 S. High Liebia Mytl Aberdeen SD. 57401 3/17/1999 3/17/2009 \$3,170.00 \$3,170,00 \$270.00 \$1,662,36 \$1,662,36 6SD51128 7 year assocClarmont Colony \$2,938,86 605-793-2352 605-88 46271 184th Street Castlewood SD 57223 11/12/1999 11/12/2006 2 \$3,170,00 \$6,340,00 \$270.00 \$0.00 6SD51276 6 year Miles 605-948-2118 \$3,170.00 \$1,605.52 Aleyzine 14750 320th Avenue Hoven 57450 10/18/2000 10/18/2006 \$3,170,00 \$270.00 \$1,808.09 SD 6SD51351 4 year Liechty Homes Inc 701-252-3081 or 605- 11802 JB Drive Black Hawk SD 57718 9/6/2002 9/6/2006 \$5,519,00 \$11,038.00 58.847.02 \$8,847,02 \$270.00 6SD51443 6 year Klonegaard Ronald & Carolyn 605-734-6899 Chamberlain SD 57325 10/23/2000 10/23/2006 \$3,170,00 \$3,170.00 \$1.612.14 \$1,612.14 PR 1 Poy 804 6SD51609 6 year assocAnimal Clinic Ltd 605-842-1854 \$270.00 660 West 2nd Street Winner SD 57580 10/23/2000 10/23/2006 2 \$3,895.00 \$7,790,00 \$4,180.45 \$4,180.45 6SDS1776 6 year assocWinner Livestock Auction Co. 605-842-0451 31690 Livestock Barn Rd PO Box 611 Winner SD 57580 10/23/2000 10/23/2006 \$3,675.00 \$3,675.00 \$270.00 \$1,892,88 \$0.00 \$1,480,21 6SD51797 4 year Logan Electric 605-765-2759 110 N. Main PO Box 53 Gettysburg SD 57442 8/8/2000 8/8/2004 \$5,519,00 \$5,519,00 \$270 00 \$1,480,21 6SD51801 4 year \$2,933.80 Albers & Assoc Inc./SRSS Operations | 605-845-7735 P.O. Box 428 Mobridge SD 57601 7/19/2000 7/19/2004 \$5,519,00 \$5,519,00 \$270,00 \$1,408.36 6SD51943 6 year Reuer Gary 605-948-2572 14738 320th Avenue Hoven SD 57450 10/25/2000 10/25/2006 \$3,170,00 \$3,170.00 \$270,00 \$1,614.79 \$1,944.80 6SD51945 5 year W Hwy 18 PO Box 350 Frontier Motors Inc. 605-842-1880 SD 57580-0350 3/13/2002 3/13/2007 \$5,519.00 \$5,519,00 \$4,107.51 \$4,107.51 Winner 6SD51998 6 year Martin 605-775-2357 RR 2 Box 138A 57523 7/13/2000 7/13/2006 \$3,170.00 \$3,170,00 \$270.00 \$1,477.13 \$1,585,44 Lynell J. Burke SD 6SD52109 6 year Biegler 6058653231 57656 10/29/2000 10/29/2006 \$3,170,00 \$270.00 \$1,620,08 \$1,620,08 Allan **Hox 188** Timber Lake SD \$3,170,00 6SD52112 7 year assocLong Lake Hutterlan Brethren 505_430_3484 36848 123rd Street Westport SD 57481 9/21/2000 9/21/2007 \$3,170,00 \$3,170,00 \$270,00 \$1,759.74 \$1,759,74 6SD52276 6 year Kiesz 605-285-6969 \$3,170,00 \$3,170.00 \$270,00 \$1,624.05 \$1,799.33 Linda P.O. Box 115 Bowdle SD 57428 11/1/2000 11/1/2006 6SD52418 4 year Marshall County Equipment 605-448-5918 PO Box 0 West Hwy, 10 Pritton 57430-0627 4/6/2004 \$3,170.00 \$270.00 \$571.66 \$571.66 SD 4/6/2000 \$3,170.00 6SD\$2443 6 year Longbrake Lona 605-739-5831 P.O. Box 132 Duarea SD 57623 11/7/2000 11/7/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,631.99 \$0.00 6SD52597 5 year Напу К 605-734-6064 W Hwy 16 PO Box 288 Chamberlain SD 57325 3/14/2002 3/14/2007 \$5.519.00 \$5,519,00 \$4,110.54 \$4,110.54 6SD52609 6 year \$270.00 605-649-6264 408 N Euclid Ave #2 \$3,170,00 \$1,634,64 \$1,634,64 Espeland Kevin Pierre SD 57501 11/9/2000 11/9/2006 \$3,170.00 6SD52776 4 year as 57585 11/10/2000 11/10/2004 socKoskan's 605-452-3448 HCR 1 Box 117 Wood SO 2 \$5,519,00 \$11,038,00 \$270.00 \$3,729,37 \$3,729,37 \$3,170.00 6SD52B58 10 year Martinian Cvnthia 605-361-9745 4704 S. Louise Ave. Sloux Falls SD 57105 9/2/199B 9/2/2008 \$3,170.00 \$270.00 \$1.506.76 \$1.506.76 6SD52943 6 year Oswald Lavonne 605-996-2527 924 E. Hanson Mitchell SD 57301 11/16/2000 11/16/2006 \$3,170,00 \$3,170.00 \$270,00 \$1,643.91 \$1,643.91 6SD53187 10 year Beitelspacher LeRoy 6052856171 or 8888131779 140th Street Bowdie SD 57428 3/29/1999 3/29/2009 \$3,170,00 \$3,170.00 \$270.00 \$1,671.89 \$1,671.89 6SD53228 4 year Mathis Implement 605-842-3110 Winner SD 57580 7/B/2002 7/8/2006 \$8,689,00 \$8 689 00 \$6,607,45 \$6,607,45 PO Box 571 6SD53276 6 year a William & Geralyn 605-845-7004 Trail City SD 57657 12/6/2000 12/6/2006 \$1,847.00 \$1,847,00 \$270,00 \$908.34 \$0.00 ncHahne P.O. Box 156 6SD53335 4 year Farmers Union Oil Company 605-823-4456 Hwy 12 Jct 63 PO Box 260 3/21/2002 3/21/2006 \$5,519,00 \$5,519.00 \$3,785.10 \$3,785,10 Mcl aughlin, SD 57642 \$5,519.00 6SD53414 5 year 605-734-5538 Weber Implement Inc. 1300 East King Avenue Chambedain SD 57325 5/27/2002 5/27/2007 \$5,519.00 \$4,334,20 \$4,334.20 6SD53443 6 year 605-997-3642 57024 12/27/2000 \$3,170.00 \$3,170.00 \$270.00 \$1,698.17 \$1,955,20 Loiseau Cindy 1... RR 1 Box 57A Egan SD 12/27/2006 6SD53609 6 year Reeves Frankie 605-845-2912 1120 4th Avenue West Mobridge SD 1/10/2001 1/10/2007 \$3,170,00 \$3,170,00 \$270.00 \$1 716 70 \$2,202,67 57601 605-458-2572 or 605-406 3rd Street NW \$2,015.54 6SD53776 6 year Winter Maden T St. LawrenceSD 57373 1/11/2001 1/11/2007 \$3,170.00 \$3,170.00 \$270,00 \$1,718.03 6SD53943 7 year Kellogg 605-853-2347 \$3,170,00 \$1,889.08 \$1.889.08 Allen 19620 366th Avenue St. LawrenceSD 57373 1/13/2001 1/13/2008 \$3,170.00 \$270.00 6SD54077 5 year Pfeifer Steve & Deh 605-823-4872 27241 108th St 3/29/2002 3/29/2007 \$3,170.00 \$3,170.00 \$2,387.05 \$2,387,05 McLaughlin SD 57F42 0 6SD54098 7 year a ocMayfield Colony 605-625-3307 fax 60543188 Mayfield Road Willow Lake SD 57 278-5401 3/17/2000 3/17/2007 \$3,170.00 \$3,170.00 \$270.00 \$1,546.44 \$1,546.44 \$1,891,35 \$1,891,35 6SD54109 7 year Scholten Robert 605-853-2193 36191 218th Street Miller SD 57362 1/15/2001 1/15/2008 \$3,170,00 \$3,170,00 \$270.00 6SD54210 10 year 605-458-2579 57381 10/20/1998 \$3,170,00 \$3,170.00 \$270.00 \$1,544.87 \$0.00 Pamely Kevin 20810 369th Ave. Wessington SD 10/20/2008 6SD54276 7 year \$1.891.35 Kellogg Kevin & Sandy 605-853-3449 19640 367th Avenue St. LawrenceSD 57373 1/15/2001 1/15/2008 \$3,170.00 \$3,170,00 \$270.00 \$1,891,35 6SD54431 6 year Adam & Duane 605-396-2626 605-39 39605 120th St Columbia 57433 4/1/2002 4/1/2008 \$3,170.00 \$3,170.00 \$2.522.12 \$2,522,12 Roettele SD

Lemmon

Croton

Selby

Huron

Creshard

Sisseton

Platte

Groton

Menno

Mitchell

Miller

Webster

Morristown SD

Sioux Falis SD

Sioux Falls SD

รถ

SD

57638

57645

57445

57106

57472

57350

57435

57103

57262

57369

57445

57301

57362

1/19/2001

1/23/2001

4/5/1999

2/11/2001

4/8/2002

4/9/2002

2/16/2001

10/1/2002

2/20/2001

2/22/2001

3/15/2001

4/9/2002

57045 8/31/2000

12/2/2000

57274 12/22/1999 12/22/2006

1/19/2007

1/23/2007

2/11/2007

4/8/2008

4/9/2006

2/16/2007

10/1/2005

2/20/2007

12/2/2005

2/22/2007

8/31/2004

3/15/2007

4/9/2006

3

4/5/2009

\$3,170,00

\$3,170.00

\$3,170.00

\$3,170.00

\$3,170,00

\$5,519.00

\$3,170,00

\$2,700.00

\$3,170.00

\$3,170,00

\$3,170.00

\$3,170,00

\$5,519.00

\$3,170.00

\$5,519.00

\$3,170.00

\$3,170.00

\$3,170,00

\$3,170,00

\$3 170 00

\$5,519.00

\$3,170,00

\$2,700.00

\$3,170,00

\$3,170.00

\$3,170.00

\$3,170.00

\$5,519,00

\$9,510,00

\$5,519,00

\$270.00

\$270,00

\$270.00

\$270.00

\$270.00

\$270.00

\$270,00

\$270.00

\$270,00

\$270.00

\$270.00

\$270.00

\$270.00

\$1,728.62

\$1,733.91

\$1,677.44

\$1,759.06

\$2,532,24

\$3,668.19

\$1,765,68

\$2,047.17

\$1,770.97

\$1,418.24

\$1,773.62

\$1,449,43

\$1,562.84

\$5,739,68

\$3,668.19

\$2,060,75

\$1,909,87

\$2,064,50

\$2,226.10

\$0.00

\$0.00

\$0,00

\$1,677,44

\$2.532.24

\$3,668.19

\$2,047,17

\$1,770,97

\$1,418.24

\$1,562,84

\$3,668,19

S&S Communications, Inc. . List of South Dakota prepaid contracts As Of: 6/23/2003

Confidential Treatment Requested

Connaent		nent Reques	iteu						Contract	Expiration	Unit ma	received per		Equipment.		Aberdeen	Financed	on non-Financed
Account#	Type of contract	Last Name	First Name	Customer Phone	Address	City	State	Zipcode	Date	Date	How many contracts	contract	Total Received	Equipment Charges	"Uneamed" Amount	Finance	financeo	Contracts
	7 year	Bachelor	Randy & Shelly	605-259-3421	HCR 78 Box 60A	White River		57579	4/3/2001	4/3/2008	1	\$3,170,00	\$3,170,00	\$270.00	\$1,980.21	· man	[Hote 1]	\$1,980.21
	6 vear	Keller	Thelma	605-823-4760	921 3rd Ave West	Mobridge	SD	57601	4/10/2001	4/10/2007	i	\$3,170.00	\$3,170.00	\$270.00	\$1,835.83			\$1.835.83
6SD55B45		Midland Publis		605-432-1000	203 S 3rd St PO Box 311	Milbank	SD	57252	7/1/2002	7/1/2006	i	\$5,519.00	\$5,519.00	QL, 0.00	\$4,170.41			\$4,170.41
6SD55925	7 year asso	cRustic Acres C	Colony	605-256-0880 cell 48	1024243 456th Avenue	Madison	SD	57042-7212	11/2/1999	11/2/2006	2	\$3,170,00	\$6,340.00	\$270.00	\$2,915.12	\$0.00	ť	
6SD55943 6	6 year	Decker	Leonard	605-987-2922	29017 477th Ave	Canton	SD	57013	4/16/2001	4/16/2007	1	\$3,170,00	\$3,170.00	\$270.00	\$1,843.77		Q	\$1,843,77
6ŞD56074 4	4 year	Pioneer Garag	e Inc	605-852-2217	525 Commercial Ave NE PO Box 159	Highmore -	SD	57345	4/9/2002	4/9/2006	4	\$5,519.00	\$22,076.00		\$15,427.51			\$15,427.51
6SD56109 (6 year	Haberers Imple	ement Inc	605-285-6133	7087 S 4th Ave PO Box 338	Bowdle	· SD	57428	4/18/2001	4/18/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,846.42			\$1,846.42
6SD56162	7 year	Millage	Robert & Belin	605-260-0532	2919 Lakeview Drive ·	Yankton	SD	57078	12/4/1999	12/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,429.02	\$402.91	1	
6SD56190 1	10 year	Hanson	Кепту	6053962469	12294 399th Ave.	Columbia	SD	57433	10/21/1998	10/21/2008	1	\$3,170.00	\$3,170.00	\$270.00	\$1,545.66			\$1,545.66
6SD56216 4	4 year	Deiter Brothers	5	605-598-6712	35163 163rd Street	Faulkton	SD	57438	4/11/2000	4/11/2004	2	\$5,519,00	\$11,038.00	\$270.00	\$2,159.50			\$2,159.50
6SD56276 6	6 year	Walff	Tracy	605-788-2966	12810 HWY 73	Meadow	SD	57644	4/10/2001	4/10/2007	1	\$3,170,00	\$3,170.00	\$270.00	\$1,835.83		0	\$1,835.83
6SD56284 7	7 year asso	cNew Frontier T	ruck & Auto Station	6058952308 or 6058	9P.O. Box 503	Presho	SD	57568	4/13/1999	4/13/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,162.50			\$1,162.50
6SD56443 6	6 year.	Wiese	Kenneth	605-432-6138	14567 468th Avenue	Twin Brook	s SD ·	57269	4/30/2001	4/30/2007	1	\$3,170,00	\$3,170.00	\$270.00	\$1,862.30			\$1,862.30
6SD56589 1	10 year	Miller	Gall	605-224-7147	907 N. Madison	Pierre	SD.	57501	8/8/1997	8/8/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,196,69	\$0,00	f	•
6SD56609 6	6 year	Weber	Mark	605-948-2507	P.O. Box 187	Hoven	SD	57450	5/22/2001	5/22/2007	1	\$3,170.00	\$3,170,00	\$270.00	\$1,891.42		o	\$1,891.42
6SD56776 6	6 year	Dehne	Guyna	605-225-3419	38615 121st Street	Westport	SD	57481	5/22/2001	5/22/2007	1	\$3,170,00	\$3,170,00	\$270.00	\$1,891.42		0	\$1,891.42
		cMiller Livestoc	k Auction	605-853-2461 fax 24		Miller	SD.	57362	8/3/1999	8/3/2006	2	\$5,519.00	\$11,038.00	\$270.00	\$4,788.12			\$4,788.12
6SD56943 6		Ervs Furniture		605-285-6555 or 605	P.O. Box 249	Bowdle	SD	57428	5/29/2001	5/29/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,900.68			\$1,900.68
6SD57153 7			Lonnie	605-894-4299	P.O. Box 684	Chamberlai	in SD	57370	1/5/2000	1/5/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,465.31	\$257.12	f	
6SD57296 7		Dikoff Ranch		605-447-5851	33781 SD Highway 20	Onaka		57466-5101	12/20/1999	12/20/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,447.16	\$0:00	f	
6SD57323 5	5 year	Miner County I	Bank .	605-772-4561 ·	217 S. Main PO Box 129	Howard	SD	57349-0129	11/1/2002	11/1/2007	1	\$3,170,00	\$3,170.00		· \$2,763.77		•	\$2,763.77
		cMitzel & Sons l	Inc.		38466 133rd St.	Aberdeen	SD.	57401	6/4/1998	6/4/2005	1	\$3,170,00	\$3,170.00	\$270,00	\$807.51			\$807.51
6SD57643 4		Stan Schlosse	r Ditching & Plumbing	605-865-3427	P.O. Box 433	Timber Lak	e SD	57656	5/16/2000	5/16/2004	1	\$5,519.00	\$5,519.00	\$270.00	\$1,178.42		0	\$1,178.42
6SD58130 7	7 year	Hamburger Fa	ms	605-436-6201	32887 170th Street	Seneca	SD.	57473	9/8/1999	9/8/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,330.35			\$1,330.35
6SD58372 1		Mitzel Crop ins	i.	605-285-6358	PO Box F	Bowdle	SD.	57428	3/28/1999	3/28/2009	1	\$3,170.00	\$3,170,00	\$270,00	\$1,671.09			\$1,671.09
6SD58888 ·4	4 year	Mobridge Lives	stock Market Inc.	605-845-3622	P.O. Box 190	Mobridge	SD	57601	5/11/2000	5/11/2004	1	\$5,519.00	\$5,519.00	\$270.00	\$1,160.46			\$1,160.46
6SD59012 1	10 year	Knippling	Mark	605-869-2348	45594 176TH Street	Watertown	SD	57201	3/15/1999	3/15/2009	1 .	\$3,170.00	\$3,170.00	\$270.00	\$1,660.77			\$1,660.77
6SD59550 7	7 year	Johnson	Terry or Linda	6058533942	35551 218th Street	Miller	SD	57362	9/22/1999	9/22/2006	. 1	\$3,170.00	\$3,170.00	\$270.00	\$1,346.23	\$0.00	f f	
6SD59633 7	7 year	Moe	David	605-239-4711	42106 246th Street	Alexandria	SD	57311	11/17/1999	11/17/2006	1	\$3,170,00	\$3,170.00	\$270.00	\$1,409.74	\$0.00	f,	
	4 year	Moodle Implen	nent	605-224-1631	3701 US Highway 14	Pierre		57501-5747	11/6/2002	11/6/2006	1	\$14,208.00	\$14,208.00		\$11,981.01			\$11,981.01
	10 year	Knippling	John ·	605-293-3492	HCR 3 Box 29	Gann Valle		57341	3/22/1999	3/22/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,666,33	\$0.00		
	7 year	Reindl	Deb	605-452-3243	HC 1 Box 109	Wood	SD ·	57585	1/29/2000	1/29/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,492.53	\$0.00		
	7 year		Michael B.	605-472-0645	302 E. First Street	Redfield	SD	57469	2/10/2000	2/10/2007	1	\$3,170,00	\$3,170.00	\$270.00	\$1,506,14	\$0.00) f	
			urance Agency Inc.	605-225-3172	305 Capitol Building PO Box 33	Aberdeen			11/18/1999		1	\$3,170.00	\$3,170.00	\$270,00	\$1,410.87			\$1,410.87
6SD60404 7			Roger	605-853-0280	36091 Cow Camp Place	Miller	SD	57362	3/18/1999	3/18/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,133.01	\$0.00		
6SD60917 7	•		Dellon	605-395-6452	40008 148th St.	Conde	SD.	57434	9/27/1999	9/27/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,351.90	\$0,00) f	
	10 year	Neu	Joyce	605-224-2798	1304 E. Park	Pierre	SD	57501	8/13/1997	8/13/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,200.66			\$1,200.66
			rian Brethren Inc.	605-542-4271	21336 484th Avenue	Elkton		57026-6628	2/7/2000	2/7/2007	2	\$3,170,00	\$6,340.00	\$270.00	\$3,145.39	\$0.00) f	
6SD61787 4		Pioneer of Pier		605-224-9247 or 605		Pierre	SD	57501-2870	4/9/2002	4/9/2006	2	\$5,519,00	\$11,038.00	\$270.00	\$7,525.07			\$7,525.07
	4 year		Farmers Elevator	605-426-6021	RR & Alma PO Box 366	Ipswich	SD	57451	11/9/2002	11/9/2006	4	\$5,519.00	\$22,076.00		\$18,661.10			\$18,661.10
	3 year		ctric Power Cooperative		1715 Cambell PO Box 2414	Rapid City	SD	57709	4/10/2002	4/10/2005	1	\$5,519.00	\$5,519.00	\$270,00	\$3,146.53			\$3,146.53
6SD62604 6		O'Bryan	Todd	605-455-2983	HCR 2 Box 5	Kyle	SD	57752	7/21/2000	7/21/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,487.72	\$0.00) f	
6SD63129 7			Richard	605-886-9331	44085 US Hwy 212	Henery	SD	57243	10/4/1999	10/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,359.84			\$1,359.84
6SD64024 7		Trygstad	Troy E.	605-334-4021	507 N. Hwy 77 STE G	Dell Rapids		57022	1/14/2000	1/14/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,475.52	\$0.00) f	
	4 year	Palace Motors		605-996-5120	219 East 1st Street - PO Box 1056	Mitchell	SD	57301	9/30/2002	9/30/2006	2	\$5,519.00	\$11,038.00		\$9,028.34			\$9,028.34
BSD64182 1		Palmer	Ray	605-853-2805	36710 210th St.	St. Lawrence		57373	3/12/1999	3/12/2009	1	\$2,554.43	\$2,554.43	\$270.00	\$1,306.37	\$0,00	J f	***
6SD64354 4		Paul Nelson Fa		605-765-2469	PO Box 183	Gettysburg		57442	4/18/2000	4/18/2004	1	\$5,519.00	\$5,519.00	\$270.00	\$1,077.82			\$1,077.82
6SD64552 6			Dale	605-458-2376	21757 375th Ave.	Wessingtor		57381	2/22/1998	2/22/2005	1	\$3,170.00	\$3,170.00	\$270.00	\$691.83	\$0.00) f	
	7 year	Jones	Douglas	6054266167 or 6054		ipswich		57451-6305	10/4/1999	10/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,359.84			\$1,359.84
		cPearl Creek Co		605-546-2452	21085 415th Avenue	Iroquois		57353-6705	2/21/2000	2/21/2007	2	\$3,170.00	\$6,340.00	\$270.00	\$3,178.62		_	\$3,178.62
	7 year	Vedvei Charola			44213 204th St	Lake Presto		57249	7/14/1999	7/14/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,266.84	\$0.00	J f	a. rr
6SD65035 1		Hins	Ron	605-352-7686	1507 Lincoln SW	Huron	SD		10/31/1998		1	\$3,170.00	\$3,170.00	\$270.00	\$1,553,60			\$1,553.60
	6 year asso		Vemon	605-365-5282	P.O. Box 517	Dupree	SD	57623	3/18/2000	3/18/2006	1	\$3,675.03	\$3,675.03	\$270.00	\$1,552.54		o	\$1,552.54
6SD65235 3		Pedersen Mac		605-763-5020	1610 W Main	Beresford	SD	57004	7/31/2002	7/31/2005	1	\$8,689.00	\$8,689.00		\$6,096.57			\$6,096.57
6SD65512 4	4 year	Philip Motor In	C	605-859-2585	140 S Larimer PO Box 816	Philip	SD	57567	7/3/2002	7/3/2006	1	\$5,519.00	\$5,519.00		\$4,177.97			\$4,177.97
6SD65760 5	5 year	Pitz	Perry		3201 24th Ave. NE.	Aberdeen	SD.	57401	4/19/1998	4/19/2003	1	\$3,170.00	\$3,170.00	\$270.00	(\$103.23)			(\$103.23
															_			

	6SD73406 6)					6SD72579 5	-												_		6SD70620 4 year	6SD70402 6 year	6SD70079 4 year	6SD70011 4 year		_	6SD69923 6 year	٠.	_	_			6SD69229 5 year	SSDS8879 S year	٠,٠		_	_		-		_		6SD67168 5 year					_			6SD65902 6 year	Į.	Confidential Treatment Requested
-	6 year Dute	- -			Syear Cam			year assuchan	lo year Neck						-										ear assocRolla	ear Octa-	ear Dosch	7 year assocRockport Colony	35500	4						ar assocMitch	ear Belkham	ar Holler	assoc			7 year assocPoinsett Colony	ar assocDuke's			ar assocrieas	sar .Kran		ear Walter	assoc		T Z	Type of	Treatment R
i	6 year Dutenhoffer Colin 7 year assocSchiltz Manufacturing Inc.	Schaeffer Paulette	ᅙ	Papendick Tom	Cam Wal Electric	Barber Farm Service Inc	deall lauren	A year Sesswein Motors Inc.	Tarking inc	al Disser	Cantral Discol Cales inc	the Court of Courts	Cliase	Southown inc	Salulleiei Celviii	•	CHASA WITH CONTINUE	Unzen Motors inc	Sacred Heart Center Inc	ings Kan	ams	Rosebud Farmers Union Co-op Assn	Olsen Implement	Corsica implement inc	7 year assocRolland Hutterian Brethren Inc.	Octa-Flex Company	h Tessa B	port Calony	side Motel		nkel Rhonda	ales i	ton Paula		Rambow Piay Systems Randail Michael & Reherra	7 year associational Livestock Marketing	am Kelly & Jeff	Hollenbeck Glen	tter Colony	Tyndall Motors	Chamberiain Wholesale Grocery Co	ett Colony	6 year assocDuke's Enterprises Inc.	À	Garden Bird	/ year assocribaseit valley Colony	Duane Duane		r Angie	7 year assocPlatte Hutterian Brethren Inc.	Grand f	artie Tonya		Requested
	605-622-7780 605-458-2220 605		605-256-9111	605-363-3383	605-649-7676	605-258-2708	605-895-2225 605895P.O. Box 253	605-432-5501	6D5-223-2322		505-845-3597	605-765-9400 #605-7 West Hwy 212	S05-549-7961	SOF 472-1633	805-373-A000	2078-700-000	000000000000000000000000000000000000000	605-045-3471 OI DE	1	CO1200000	505555555555555555555555555555555555555	_		505-946-5444			605-352-1432	605-239-4422	605-352-6748	605-853-3908	605-665-3076	605-853-3612	605-266-2143	605-448-2290	505-428-3077	605-996-6543	60599/3903	605-557-3559		605-589-3441	605-734-0162	605-873-2630	605-627-5126	605-224-9900	000 117	505-334-5913	605-662-3306			605-726-3142 cell #	605-865-3511	605-624-5191	Customer Phone	
	605-622-7780 39236 (315) St. 605-458-2220 605-45 703 East 7th St.	31640 Prairie Road Place	1001 S Washington PO Box 288	1206 Lynn Ave	404 W Scranton PO Box 135	201 Cedar Ave PO Box 905	95P.O. Box 253	802 S Dakota St PO Box 71	106 Hwy 14 - 34 West	21342 365th Ave.	28738 Hwv 12 East PO Box 208	-7 West Hwy 212	13150 297th Avenue	714 S Main St	1-29 & Hwy 44 PO Box 250	13123 322 Ave	ADD 45th NRV DO Boy 104	2003 E Wells	is the south DO Box 431	131 I andmark Ave - DO Boy 2000	2002 N Brandway	RX 2 Box 24A	2025 US HWY 14 W	525 5 HWy 201	CELL # 648088 210th St.	P.U. Box 404	309 E 1st Ave #3	26209 Rockport Rd	710 3rd St.	35350 206th Street	43535 305th St.	304 E 3rd St	37989 191st St	911 1/2 S. Main	48031 248th St	500 Baintow Barkway	22652 482No AVe.	30549 291st Street	770-1127709 Tschetter Ave.	1504 Main St PO Box R	PO Box 339	46527 189th Street	Rural Route #2 Box 44A	PO Box 339	424 N. James St	PO Box 729	22941 487th Ave.	##35 2/411 Sueer	4924 Roberts CL	605-726-3142 cell #6835271 270th Street	405 9th Street PO Box 8	1015 Kim Lane	Address	
	Miller	Abardaan	Madison	Montrose	Selby	Onida	Presho	Milbank	Fort Pierre	St. LawrenceSD	Mobridge	Gettysburg	Selby	Redfield	Worthing	Bowdle	I I	Plene			Miller	Aherdeen	- Facility	Ling	Corsica	Maria Care of	Miller	Idria				•	욧	Britton	tri	Brookings	Ē				erlain	Estelline			팖		Flandreau	ake	Marion		탏	Vermillion	C _E V	
	8 8	3 5	8	g	S	SD			S	•								5750			3 8		5753	9	SD 57328-2212	5727			•				8		8			2 6	5/05			SD 57234-5707	SD	5750		5750			25 E		SD 57656	- 1	State Zipcode	
	٠.	57401 45			57472 5/2	57564 5/2	57568 4/		57532 7/1	57373-7200 3/1				_			_				-			'n								. 10	57348 5/3	_				57008 11704			_	_	57071 7/20	_	_	_			57043 4/12			. [de Date	
	_	4/24/2000 4	-				4/1/1999 4		7/17/2000 7/	_		_	_		5/21/2002 5/	_	-	:-								2/7/2000 2		3 COUCANS							7			11/24/1999 11/2				_	7/20/2000 7/2	4/24/2002 4/2					4/12/2002 4/1;			.		
,	1/20/2007	4/24/2006	9002/82/2006	5/24/2008	5/22/2007	5/22/2007	4/1/2009	5/22/2006	7/17/2006	3/10/2009	5/21/2007	4/1/2004	6/13/2006	5/21/2006	5/21/2006	4/5/2009	5/17/200B	5/17/2008	5/15/2006	8/16/2007	2/10/2006	5/15/2006	10/4/2008	5/14/2006	5/8/2006	70007	MODELLE	5/4/2008	SICIZION S	2/23/2008	8/15/2006	5/3/2007	5/3/2007	9/17/2008	6/19/2006	12/9/2006	1/6/2007	11/24/2006	5/18/2005	4/26/2007	4/25/2007	1/27/2007	7/20/2006	4/24/2007	8/5/2006	4/23/2007	1/27/2007	8/17/2006	4/12/2008	7002/8/0	4/12/2005		Date contracts	
	_		- N				_	-	-	_	_	-4	_	-4			_	Ν.	-4	_		(٠.	- 4	N I		<u>.</u> .		- - د						<u></u>	N .	٠.							10	-4		N3				. N		Ι -	. 1
	\$3,170.00	\$3,170.00	\$0,515,00 00.916,00	\$3,1/0.00	\$3,170.00	\$3,170.00	\$3,170.00	\$8,689.00	\$3,675.00	\$3,170.00	\$5,519.00	\$3,170.00	\$3,170.00	\$5,519.00	\$14,208.00	\$3,170.00	\$3,170.00	\$3,170.00	\$5,519.00	\$3,170.00	\$3,170.00	\$5,519.00	\$3 170.00	\$5.519.00	\$5,519.00	\$3.170.00	\$5.519.00	53 170 00	63,170,00	\$3,170.00	33,170,00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$5,519.00	\$3,170,00	\$3.170.00	\$3,170.00	\$3,518,00	\$5,518,00 \$5,018,00	\$3,170.00	\$3,710.00	\$5,519.00	\$3,170.00	\$5,519.00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170,00	\$5,519.00	\$3,170.00	contract	al and mar
	\$3,170.00	\$3,170.00	\$1,030,00	93,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$8,689.00	\$3,675.00	\$3,170.00	\$5,519.00	\$3,170.00	\$3,170.00	\$5,519.00	\$14,208.00	\$3,170.00	\$3,170.00	\$6,340.00	\$5,519.00	\$3,170.00	\$3,170.00	\$5,519.00	\$6,340,00	\$5,519.00	\$11,038.00	\$6,340.00	\$5.519.00	\$3.170.00	\$9.510.00	\$3,170,00	23,170,00	\$3,170.00	\$3,170.00	\$3,170.00	\$3,170.00	\$11,038.00	\$3,170,00	\$3,170,00	\$3,170,00	\$5,515,00 00,015,00	#5,515,00 00,015,00	\$3,770.00	\$3,710.00	\$11,038.00	\$3,170.00	\$5,519.00	\$6,340.00	\$3,170.00	\$3,170.00	\$3,170,00	\$11,038.00	\$3,170.00	Total Received	
	\$270.00	\$270.00	\$270.00				\$270.00		\$270.00	\$270.00		\$270.00	\$270.00	\$270.00		\$270.00	\$270.00	\$270.00			\$270.00	\$270.00		\$270.00		\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	200		\$270.00		\$270.00	\$270.00	\$270.00	\$970.00		00:07	\$2/0.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	41.0.00	\$270.00			Equipment
	\$1,482.32	\$1,371.25	\$1,673.47	\$8,083.96	42,400.75 76,400.75	\$2,480.79 \$3,480.79	77.479.14	\$6,327.92	\$1,740.58	\$1,656.80	\$4,316.06	\$561./4	\$1,437.43	\$3,819.09	\$10,337.51	\$1,677.44	\$2,368.16	\$4,956.80	\$3,992.87	\$2,630.09	\$1,435.82	\$3,797.53	\$5,582.21	\$3,793.94	\$7,932.85	\$3,145.39	\$1,383.21	\$2,350.96	\$4,444,74	\$1,323,54	\$1,354.71	\$1 520.81	10.74474	\$2,766.52	\$1,238.48	\$9,557.20		\$1,417.68	\$1,103.78	\$2,867.64	\$4 240.50	#1,450.20			\$1,291.79	\$4,024.42	\$3,119.27	\$1,523,46	\$2,321.85	\$2,222,33	\$6,536,90	\$2,536,58	-	
	\$0.00	\$0.00							20.000,24	\$0.00	3		\$//1.54								\$0.00					\$0.00			\$0.00		4.1	\$1,654,95			÷		\$0.00	\$1,071.14		\$0.00			46,136,07	£1 433 D7	\$0,00	l					\$0.00		Finance	herdeen F
	0	•		•					-		, (1	-	•							_					-		•	-		. ,	-					-	-	٥	-			-	•	-	•				0	-	0	[note 1]	inanced o
			\$1,673.47	\$8,083.96	\$2,598,76	\$2,480,79	\$2 480 79	\$1,527.52	ec 207 00		\$4,510,00	91 315 14	9 1 7 4	20,015,08	910,337,31	\$1,677.44	32,300.10	\$4,956,80	78.266,6\$	\$2,630.09	<u> </u>	\$3,797.53	\$5,582.21	\$3,793.94	\$7,932.85		\$1,383.21	\$2,350.96		\$1,323.54	\$1,354.71	4	\$2,239.32	\$2,700,52	\$1,238.48	\$9,557.20			\$1,103.78		\$4,240.50	\$4,237,48	\$1 490 75	\$0,201.70	#0 754 75	\$4,024.42	\$3,119.27	\$1,523.46	\$2,321.85	\$2,222,33	\$0,000,50	\$2,536.58	Contracts	Aberdeen Financed on non-Financed

Lat Name	Confidential Treatment Requested		List of South Pakora prepaid contracts	8		AS OF	0/2/2/03								
Part	contract Last Name	Customer Phone	Address			Contract Date	Expiration Date		eceived per	Total Received	Equipment Charges	"Uneamed" Amount	Aberdeen F	Inanced (9 70
Part Desiration Control Cont	4 year 7 year	605-352-6464	101 2nd St SW - PO Box 1295	ł	57350	_	10/1/2006	- 1	\$3,170.00	\$3,170.00		\$2,595.02	- 1		
Pare sunchimental polyments Continuents	4 year	605-997-2425	1000 W Pipestone Ave		57028	8/14/2002	8/14/2006		\$5,170.00	\$3,170.00 \$5,519.00	\$270.00	\$1,563,46 \$4,336,63			
Part Interfer Christians Sectiones California C		605-326-5046	205 N. Commercial PO Box 482		57070		9/27/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,351.90	\$0.00	-	
Part		605-326-5046	205 N. Commercial PO Box 482		57070		4/27/2007		\$3,675.00	\$3,675.00	\$270.00	\$2,181.94	3	. 0	
Part		605-869-2272	P.O. Box 314		57544		4/1/2006	- -	\$3,170.00	\$3,170.00	\$270.00	\$1,690.15	\$0.00	-	
Part Control Principal Colony CHA-64-2012 CHA-64-2013 CHA-64-2014 CHA-64-2	6 year	605-437-2201	101 Main PO Box 217	. 6	57632		7/8/2008	- . .	\$3,170.00	\$3,170.00	#2/U.W.	\$2,663.84			
Part Part Control	7 year assocPlainview Color		12465 359th Avenue	P	57456		9/14/2006	ω	\$3,170.00	\$9,510.00	\$270.00	\$4,260.45			
Syste Intellides Sport Content	4 year Skorpik's Inc.	Matt	PO Box 43	₹	57066	_	11/1/2006	ω	\$3,170.00	\$3,170.00	\$270.00	\$1,502,28			
Part Carbo	4 year Interlakes Spor	605-256-3556	702 SW 10th St		57042-3220		5/29/2006	- (\$5,519.00	\$5,519,00		\$4.045.76			
6 year Column Column<	6 year Crovie	605-348-7599 605-787-5080	124 E. Nowlin	۲	57701		10/26/2004		\$3,170.00	\$3,170.00	\$270.00	\$779.37	\$0.00		
Fyer Charce Charce Chick CESS-89-2009 cit 51 500 N Incharial Avenue SENIOR CHARCE NEEDS CESS-40-2005 cit 51 500 N Incharial Avenue SENIOR CHARCE NEEDS CESS-40-2005 cit 51 500 N Incharial Avenue SENIOR CHARCE NEEDS CESS-40-2005 cit 51 500 N Incharial Avenue SENIOR CHARCE NEEDS SENIOR CHARCE NEEDS <td>6 year Kelsey Service</td> <td>605-849-3454</td> <td>P.O. Box 81</td> <td>,</td> <td>57312</td> <td></td> <td>6/15/2006</td> <td>-</td> <td>\$3,170,00</td> <td>\$3,170.00</td> <td>\$270.00</td> <td>\$2,549.38</td> <td></td> <td>•</td> <td></td>	6 year Kelsey Service	605-849-3454	P.O. Box 81	,	57312		6/15/2006	-	\$3,170,00	\$3,170.00	\$270.00	\$2,549.38		•	
Part Discolation Discola	4 year South Dakota A		5 1300 N Industrial Avenue	믮	57104-0254	7/12/2002	7/12/2006	6	\$5,519.00	\$33,114.00	-	\$25,271.81			
	6 year Colloyall	606 042-3035	658 West 6th St		57580		12/20/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,447.16	\$0.00	-	
Aymar associativity Vallary Hatlandin Billmitton Inc. 606-503-5181 ont 855000-44 305th, Avanua 4572000 2572000 2515000 4575000	7 year assocSpink Colony	605-472-1269	18206 Spink Lane		57440		2/17/2007		\$3,170.00	\$3,170.00	\$270.00	\$1,314.33 \$1,514.08			
year Springs Audo Inc. 685-598-9811 300 Each Main SIPO Box 399 Heading In SIPO Box 399 42 year Sibriggs Audo Inc. 685-598-981 581-500 51,156.68 51,166.68 51,156.68 51,156.68 51,156.68 51,176.00 52,700.0 51,166.68 51,176.00 52,700.0 51,166.68 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0 51,176.00 52,700.0			3023064 365th Avenue		57382	3/29/2000	3/29/2007	2	\$3,170.00	\$6,340,00	\$270.00	\$3,265,36	٠.		
Value Sighal Banker Alvamint 65554-2500 PO Dax 100 Tyear same-Silaned Colony 695-264-2500 462-2500	7 year Stange	605-539-9381	310 East Main St PO Box 339		57382	7/8/2002	7/8/2006		\$5,519.00	\$5,519.00		\$4,196.86			
	4 year State Bank of Al	605-934-2500	PO Box 168		57001-0168		11/12/2006		\$8,689.00	20,170,00	4270,00	\$7,035,75 40,010,14			
Typer Space Space <th< td=""><td>7 year assoc</td><td>605-775-2346 605-7</td><td>7 Rt. 2 Box 81</td><td>1</td><td>57523</td><td>2/3/2000</td><td>2/3/2007</td><td>-</td><td>\$3,170.00</td><td>\$3,170.00</td><td>\$270.00</td><td>\$1,498.20</td><td>\$0.00</td><td>-</td><td></td></th<>	7 year assoc	605-775-2346 605-7	7 Rt. 2 Box 81	1	57523	2/3/2000	2/3/2007	-	\$3,170.00	\$3,170.00	\$270.00	\$1,498.20	\$0.00	-	
year Syla Tantonens Angles St5-425-435 394 F, 12th Ave. Wilhem K SD 4722 14002000 14102200 1 52,710.0	7 year assocSunset Colony	605-448-2168	41632 109th St.		57430	_	1/17/2008	ω	\$3,170.00	\$9,510.00	\$270.00	\$6,033.47			
Type Cold Explainable Cold Explainable Explainable Sizzada	3 year Sylte Trucking	605-432-6558	304 E. 12th Ave.		57252	1/10/2000	1/10/2007	٠	\$3,170.00	\$3,170.00	\$270.00	\$1,470.98	\$0.00	-	
Part Turthox Roger Codes Code Co	7 year assocSylte	605-698-7378 605-6	9 PO Box 168	_	57262	11/30/1999	11/30/2006	<u>.</u>	\$3,170.00	\$3,170,00	\$270.00	\$1,424.48	\$0.00	-4	
Your	2 year Tarbox	605-352-4859	20450 SD Hwy 37		57350	1/16/2001	1/16/2003		\$1,350.00	\$1,350.00	\$270.00	(\$233.75)			
Year Schaack S	7 year assocChristensen	605-539-1587	37457 921 St. PO Box 402		5/362	3/11/1999	3/11/2009		\$3,170.00	\$3,170.00	\$270,00	\$1,657.60	\$0.00		
A year Terexy Tellect Inc. 605-862-4766 or 605-90 Biox 760 Wateriawn SD 57841 1092000 1052004 5 5519.00 577	7 year Schaack	605-532-3807	43918 Graceland St.	Henry SD	57243		12/18/2006		\$3,170,00	\$3,170.00	\$270.00	\$1,482.32 \$1,444.90	\$0.00	-, -	
by year Inutrations General Country February Country February Country Country </td <td>4 year Terex Telelect</td> <td>605-882-4000 605-8</td> <td>8 600 Oakwood Rd</td> <td></td> <td>57201</td> <td></td> <td>10/5/2004</td> <td>cn ·</td> <td>\$5,519.00</td> <td>\$27,595.00</td> <td>\$270.00</td> <td>\$8,790.38</td> <td></td> <td></td> <td></td>	4 year Terex Telelect	605-882-4000 605-8	8 600 Oakwood Rd		57201		10/5/2004	cn ·	\$5,519.00	\$27,595.00	\$270.00	\$8,790.38			
Type Screet Type Screet Type Screet Type Screet	6 year Duxbury	605-823-4776 or 605	21061 373rd Avenue		57642	1/19/1999	1/19/2009		\$3,170.00	\$3,170,00	\$270.00	\$1,617.11			
Year assect/liner Kin G. 605-845-3803 North Alproit Rd PO Box 118 Mobridge SD 57601 1222/1939 1222/1930 4 55,519.00 \$2,519.00 \$2,619.00	10 year Tople		1025 S. High St.	:	57401	1/22/1999	1/2/2009	۰.	\$3,170.00	\$3,170,00	\$270.00	\$1,401.10	24.780,14	• -	
4 year V & S Trucking 695-945-9587 3890 1288h Street Codesa SD 577328 1/19/2002 1/19/2005 4 \$5,519.00 \$2,2076.00 \$1,612.20 4 year V an Der Werft Implement Inc 695-337-3313 West Highwey 44 - PO Box 548 Plante Inc. SD 577389 9/2/2/2005 1 \$5,519.00 \$5,519.00 \$3,476.40 7 year Y vear Van Meter Bis-342-8558 1218 Colver Ridge Drive Real Heights SD 57701 11/12/2007 1 \$5,519.00 \$5,719.00 \$1,720.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,420.0 \$1,	7 year assocUlmer	605-845-3808	North Airport Rd PO Box 118		57601	12/22/1999	12/22/2006	٠.	\$5.519.00	\$5,519,00	\$270.00	\$2,623,47	\$0.00	-	
7 year Van Der Werff Implement Inc. 695-337-3313 West Highway 44 - Po Box 548 Platte SD 7589 992/20/202 15,519.00 \$5,519.00 \$1,472.12 7 year Year Vost West 48, Wondy 695-337-3313 West Highway 44 - Po Box 548 Platte SD 7789 992/20/202 11,112,007 \$1,172.00 \$1,172.00 \$1,172.12 4 year Vost West 48, Wondy 695-342-8559 1216 Clover Ridge Drive Replication 57701 \$1/102,000 \$1,702.00 \$270.00 \$1,702.00 <td>4 year</td> <td>605-946-5657</td> <td>38901 269th Street</td> <td>Δ.</td> <td>57328</td> <td></td> <td>11/19/2006</td> <td>4</td> <td>\$5,519.00</td> <td>\$22,076.00</td> <td></td> <td>\$18,812.20</td> <td>1</td> <td></td> <td></td>	4 year	605-946-5657	38901 269th Street	Δ.	57328		11/19/2006	4	\$5,519.00	\$22,076.00		\$18,812.20	1		
Ayear Value Value <th< td=""><td>4 year Van Der Werff I</td><td>605-337-3313</td><td>West Highway 44 - PO Box 548</td><td>Platte SD</td><td>57369</td><td></td><td>9/20/2006</td><td>٠.</td><td>\$5,519.00</td><td>\$5,519.00</td><td></td><td>\$4,476,40</td><td>!</td><td></td><td></td></th<>	4 year Van Der Werff I	605-337-3313	West Highway 44 - PO Box 548	Platte SD	57369		9/20/2006	٠.	\$5,519.00	\$5,519.00		\$4,476,40	!		
7 year assoc/Voorthees Law Geatrick 605-852-27/29 \ 2758 \ PO Box 132 Highmore SD. 57345 \ 9/16/1959 \ 9/16/2006 1 \$3,170.00 \$2,70.00 \$1,30.00 \$2,70.00 \$1,30.00 \$2,70.00 \$1,30.00 \$2,70.00 \$1,489.13 7 year assoc/Voorthees Law Geatrick \$2,70.00	4 year Van Meter	605-342-8558	1216 Clover Ridge Drive	Rapid City SD	57701	5/10/2000	5/10/2004	. .	\$5,170.00	\$5,170.00	\$2/0.00	\$1,4/2.12	\$0.00	-	
Tyear Huncs Control of Sear 1288 17434 Afril Avenue Walertown SD 57201 1282/2007 1 \$3,170.00 \$27,00 \$3,170.00 \$270.00 \$1,489.31 77200 \$1,489.31 \$170.00 \$270.00 \$1,489.31 \$170.00 \$270.	7 year assocVoomees Law	605-852-2729 \ 2758	IPO Box 132		57345	9/16/1999	9/16/2006	-4	\$3,170.00	\$3,170.00	\$270.00	\$1,339.42	\$0.00	~	
4 year Himes Kumners Chab-Set-Setal Colesiand Dr. Sloux Falls SD 57106 12/14/1939 12/14/2006 1 \$3,170.00 \$270.00 \$1,40,35 4 year Miller Luary 605-845-2561 1506 Kerny Drive Mobridge SD 5706 11/25/1936 1 \$3,170.00 \$3,170.00 \$270.00 \$270.00 \$1,40,35 10 year Vogel Lerry 605-845-2561 1506 Kerny Drive Mobridge SD 57401 1125/1936 1125/2006 1 \$3,170.00 \$3,170.00 \$270.00 \$1,573.45 10 year Brown Jim 605-765-2148 P.O. Box 283 Gethysburg 57401 128/1936 128/2006 1 \$3,170.00 \$3,170.00 \$3,770.0 \$1,583.77 4year Brown Jim 6057864618 39769 227th Street Moonsocket SD 57485 107261/399 107261/399 107261/399 1 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00	7 year assocVenjohn	605-882-1268	17343 447th Avenue		57201		1/26/2007	-1	\$3,170.00	\$3,170.00	\$270.00	\$1,489.13	\$0.00	-	
10 year Vogel region Leave year 652-842-2561 (356 kmny Drive) Abertagen SD (347 1122/1998) 1122/1998 (1122/1998) 1122/2004 (1122/1998) 4 \$3,170,00 \$3,170,00 <td>4 year Miller</td> <td>605-483-3388</td> <td>BD #1 BCY 14</td> <td>-</td> <td>57106</td> <td></td> <td>12/14/2006</td> <td></td> <td>\$3,170.00</td> <td>\$3,170.00</td> <td>\$270.00</td> <td>\$1,440.36</td> <td>\$0.00</td> <td>~</td> <td></td>	4 year Miller	605-483-3388	BD #1 BCY 14	-	57106		12/14/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,440.36	\$0.00	~	
10 year	10 year Vogel	605-845-2561	1506 Kenny Drive		57601	11/25/1998	11/25/2008	-4 -	\$3,170.00	\$3.170.00	\$270.00	\$1.573.45			
4 year 4 year Bown Jim 665-765-2148 P.O. Boxx 283 Gerlysburg SD 5742 7882000	10 year Judy Nichols				57401	12/8/1998	12/8/2008	-4	\$3,170.00	\$3,170.00	\$270.00	\$1,583.77			
year Age of Spars	4 year Brown	605-765-2148	P.O. Box 283		57442	7/8/2000	7/8/2004	_	\$5,577.00	\$5,577.00	\$270.00	\$1,383.96	\$0.00	-	
Open None Open Combo St. 57465-5111 1127/1939 1127/2008 1 \$3,170,00 \$3,170,00 \$1,675,03	7 year Amdahi	6057964618	39769 227th Street	ocket	57385		10/26/2006	_	\$3,170.00	\$3,170.00	\$270,00	\$1,384.79	\$0.00	-	
9 year sesscritursion im 605-27-58-403 4223-130th St. Groton SD 57445 3715/2000 31(9/2006 1 \$3,675.03 \$270.00 \$1,549.44 10 year Vogel Farms 605-47-5845 33613 148th St. Onaka SD 57465-5111 11/27/12008 1 \$3,170.00 \$3,170.00 \$270.00 \$1,459.03 \$0 year Beastrom Jon & Theresa 605/2248120 20345/22340 Ave Pleira SD 57601 71/12000 71/12/2006 1 \$3,170.00 \$3,170.00 \$270.00 \$1,469.19 \$	10 year Vogel	605-447-5845	33613 148th St		57466-5111		11/27/2008	_	\$3,170.00	\$3,170.00	\$270.00	\$1,575.03			
6 year Anderson Lyle 605-733-2225 PO Box 111 White Horse SD 57601 77/2000 1 53,170.00 53,170.00 51,270.00 51,459.19 51,570.00 51,570.00	10 year associnusion	605-397-2403	33613 4 88H Ct	_	57445	_	3/16/2006	٠ ـ ١	\$3,675.03	\$3,675.03	\$270.00	\$1,549.44			
6 year Anderson Lyle 605-733-2225 PO Box 111 White Horse SD 57661 7/7/2000 1 \$3,170,00 \$3,170,00 \$270,00 \$1,469,19 \$1,4 7 year Lauling Dennis 31056 203rd SL Blunt SD, 57522 7/20/1999 7/20/2006 1 \$3,170,00 \$3,170,00 \$270,00 \$1,273,64	6 year Beastrom .	6052248120	20345 293rd Ave	-	57501		7/19/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,575,03	\$0 0 0	•	
7 year Lauling Dennis 31056 203rd St. Blunt SD. 5752Z 7/Z0/1989 7/Z0/2006 1 \$3,170.00 \$3,170.00 \$270.00 \$1,273.64	6 year Anderson	605-733-2225	PO Bax 111	White Horse SD	57661	7/7/2000	7/7/2006	ᅺ.	\$3,170.00	\$3,170.00	\$270.00	\$1,469,19	\$1,576.26	٠.	
	7 year Lauing		31056 203rd St	Blunt SD.	57522	7/20/1999	7/20/2006	_	\$3,170.00	\$3,170.00	\$270.00	\$1,273.64			

As Of:

6/23/2003

Confidential	Treatment	Requested

Confidential Tre	Confidential Treatment Requested																
Туре	of							Contract	Expiration	How many	received per		Equipment		Aberdeen		
Account# contra	ict Last Name	First Name	Customer Phone	Address	City	State		Date	Date	contracts	contract	Total Received	Charges	"Unearned" Amount	Finance	[note 1]	Contracts
6SD86903 6 year	Wagner	Todd		-3 South Maple PO Box 13	St. Lawrence		5/373	8/24/2001	8/24/2007	1	\$3,170.00	\$3,170,00	\$270.00	\$2,015.84		0	\$2,015.84
6SD87135 6 year	West Central		605-357-8905	3904 N National Ave	Sloux Falls			10/29/2002		1	\$3,170.00	\$3,170.00		\$2,827.26		0	\$2,827.26
6SD87542 7 year a		Richard	605-637-5272	RR 1 Box 41	New Effingt		57255	1/11/2000	1/11/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,472.12	\$0.00	f	
6SD87952 7 year	Williams	Myron	605-279-2654 279-2		Wall	SD		12/13/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,439.23			\$1,439.23
6SD88217 5 year		ivestock Auction	605-625-3711	Hwy 28 PO Box 346	Willow Lake		57278	7/9/2002	7/9/2007	1	\$3,170.00	\$3,170.00		\$2,564.12		0	\$2,564.12
6SD88685 6 year a			605-642-1899	2736 First Ave.			57783-2036	3/15/2000	3/15/2006	1	\$3,675.03	\$3,675.03	\$270.00	\$1,547.88			\$1,547.88
6SD88822 4 year	Woodland Ca	binetry	605-698-4300	2415 E Highway 10 - PO Box 167	Sisseton	SD .	57262	9/18/2002	9/18/2006	1	\$5,519.00	\$5,519.00		\$4,468.84	:-	_	\$4,468.84 .
6SD89115 7 year a		John		9 Hwy 34 PO Box 385	Woonsocke		57385	1/13/2000	1/13/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,474.38	\$0.00	f	
6SD89305 2 year	Woodruff	Byron & Penny	605-458-2541	21422 369th Avenue	Wessington		57381	1/11/2001	1/11/2003	1	\$1,350.00	\$1,350.00	\$270.00	(\$241.15)			(\$241.15)
6SD89409 10 year	Krumm	David		PO Box 153	Eureka	SD.	57437	9/10/1998	9/10/2008	1	\$3,170.00	\$3,170.00	\$270.00	\$1,513.11		_	\$1,513.11
6SD89683 7 year	Eichstadt	Gaye Lynn	605-883-4524	255 Ash St, SE	Wolsey	SD	57384	1/20/2000	1/20/2007	1	\$3,170,00	\$3,170.00	\$270.00	\$1,482.32	\$0.00	1	
6SD89962 7 year a	ssocDeGeest	Pele and Dwan	605-853-3268	224 West 4th Street PO Box 284	Miller	SD	57362	1/20/2000	1/20/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,482.32	\$0.00	f	
6SD90548 10 year	Zimmerman	Nancy & Duane	605-665-8184	1005 East 16th St	Yankton	SD		11/13/1997		1	\$3,170,00	\$3,170.00	\$270.00	\$1,273.71			\$1,273,71
6SD91297 5 year	Rite-Way Ven	ding inc.	605-947-4747	216 E. 2nd Ave PO Box 157	Waubay	SD	57273	4/29/2000	4/29/2005	1	\$3,170.00	\$3,170.00	\$270.00	\$1,073.60		0	\$1,073.60
6SD91327 5 year	Zomer Brothe	rs Trucking John Zomer	605-334-5241	1701 E. Benson Rd.	Sioux Falls		57104	3/22/2001	3/22/2006	3	\$5,519.00	\$16,557.00	\$270.00	\$8,946.25			\$8,946.25
6SD93383 10 year	Vogel	Dan	605-765-2122	14957 308th Ave.	Hoven	SD.	57450	11/25/1998	11/25/2008	1	\$3,170.00	\$3,170.00	\$270.00	\$1,573.45			\$1,573.45
6SD94905 6 year a	ssocKadlec	Ron & Patricia	605-426-6576	35075 144th Street	Roscoe	SD	57471	3/26/2000	3/26/2006	1	\$3,675.03	\$3,675.03	\$270.00	\$1,564.98			\$1,564.98
6SD95147 10 year	Hieb	Terry		PO Box 135	Mellette	SD	57461	5/4/1998	5/4/2008	1	\$3,170.00	\$3,170.00	\$270.00	\$1,410.70			\$1,410.70
6SD95877 5 year	Logs Unlimited	d .	605-269-3994	12124 S.D. HWY 34	Whitewood	SD	57793	3/13/2000	3/13/2005	1	\$3,170.00	\$3,170.00	\$270.00	\$998.96		٥	\$998.96
6SD96102 10 year	Preszler	Greg		PO Box 244	Roscoe	SD.	57471	4/29/1997	4/29/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,116.48	2		\$1,116.48
6SD96362 7 year	Dorman	Keith	605-869-2389	23180 314th Ave	Кеппевес	SD	57544	9/1/1999	9/1/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,322.41	\$0.00	f	
6SD97658 6 year	Bierema	Harvey	6052593254	HC 77 Box 508	White River	SD	57579	7/19/2000	7/19/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,485.08			\$1,485.08
6SD38902 3 year	First National	Bank of South Dakota	605-668-4541	332 Broadway PO Box 670	Yankton	SD	57078	11/29/2002	11/29/2005	1	\$33,700.00	\$33,700.00		\$27,365.88			\$27,365,88
6SD94637 4 year	Montgomery's	Furniture Gallery	605-332-4400	1725 W. 41st Street	Sloux Falls	SD	57105	12/20/2002	12/20/2006	1	\$5,850.00	\$5,850.00		\$5,109.24			\$5,109.24
6SD26453 4 year	O'Keele Imple	ment Inc.	605-854-9146	PO Box F	Desmet	SD	57231	12/20/2002	12/20/2006	2	\$5,850.00	\$11,700.00		\$10,218.48			\$10,218.48
6SD39506 4 year	World Founda	tion Qt. Horse Alliance	605-223-2662	PO Box 236	Pierre	SD	57501	12/19/2002	12/19/2006	1	\$5,850.00	\$5,850.00		\$5,105.24			\$5,105.24
6SD16435 4 year	Steffen Brothe	ers	605-264-5571	19076 SD Hwy 1804	Pierre	SD	57501	12/31/2002	12/31/2006	1	\$5,850.00	\$5,850.00	•	\$5,153.29			\$5,153,29
6SD37545 4 year	Highmore Cat	tle Auction	605-852-2211	200 Hwy 14 East	Highmore	SD	57345	12/31/2002	12/31/2006	1	\$5,850.00	\$5,850.00		`\$5,153.29			\$5,153.29
6SD28462 6 year	Platte Parts S	tore	605-337-2661	36594 SD HWY 44	Platte	SD	57369	1/6/2003	1/6/2009	1	\$3,360.00	\$3,360.00		\$3,102.48			\$3,102.48
6SD39402 4 year	Pharmco		605-337-3374	West Hwy 44	Platte	SD	57369	1/6/2003	1/6/2007	1	\$8,712.00	\$8,712.00		\$7,710.21			\$7,710.21
6SD40657 4 year	Whetstone Ag	Supply Inc.	605-938-4719	13639 466th Ave.	Wilmot	SD	57279	1/14/2003	1/14/2007	1	\$5,850.00	\$5,850.00		\$5,209.34			\$5,209.34
6SD10473 5 year	Hofhenke	Karla	605-716-2900	37854 US HWY 14	Wolsey	SD	57384	1/15/2003	1/15/2008	1	\$3,360.00	\$3,360.00		\$3,067.43			\$3,067.43
6SD29476 3 year	Scott's Supply	Company	605-996-7704	2800 W. Haven St.	Mitchell	SD	57301	1/15/2003	1/15/2006	1	\$8,712.00	\$8,712.00		\$7,448.12			\$7,448.12
6SD27486 4 year	Mobridge Reg		605-845-3692	1401 10th Ave. West	Mobridge	SD	57601	1/6/2003	1/6/2007	2	\$5,850.00	\$11,700.00		\$10,354.62			\$10,354.62
6SD47352 4 year	Hagan Benefit		605-334-1030	1741 S. Cleveland Ave. Suite 200	Sioux Falls	SD	57117	2/10/2003	2/10/2007	1	\$8,712.00	\$8,712.00	100	\$7,918.92			\$7,918.92
6SD30574 4 year		nan & Sons Inc.	605-693-3514	P. O. Box 148			57006-0148	2/4/2003	2/4/2007	2	\$5,850.00	\$11,700.00		\$10,586.86			\$10,586.86
6SD57230 4 year		Tre Companies	605-332-9033	711 West 41st Street	Sioux Falls		57105-6405	2/27/2003	2/27/2007	4	\$5,850.00	\$23,400.00		\$21,542.09			\$21,542.09
6SD72540 4 year	Snook	Monte	605-892-4232	74 Lawerence St.	Belle Fouch		57717	3/11/2003	3/11/2007	· i	\$5,850.00	\$5,850.00		\$5,433.57			\$5,433,57
6SD82057 5 year	Sherwin Schw		605-225-4483	291 South Sunset Drive	Mina	SD	57462	3/24/2003	3/24/2008	i i	\$3,360.00	\$3,360.00		\$3,192.64			\$3,192.64
	Legend Seeds		6058543346	PO Box 241	DeSmet	SD	57231	4/17/2003	4/17/2007	ż	\$5,850.00	\$11,700.00	•	\$11,163.45			\$11,163,45
6SD94625 4 year	Knelp Imp. Co		605-983-5591	South Hwy 81 PO Box 279	Arlington	SD		12/27/2003		1	\$5,850.00	\$5,850.00		\$6,598.77			\$6,598.77
6SD84625 4 year			605-624-6100	45568 313th St	Meckling	SD	57044	4/29/2003	4/29/2009	•	\$3,360.00	\$3,360.00		\$3,275.69			
6SD27580 6 year	Dakota Premi				Miller	SD	57362	2/22/1998	2/22/2008	•	\$3,170.00	\$3,170.00	\$270.00	\$1,353.92	\$0.00	f	
6SD98820 10 year	Larson	Tim '	605-539-1080	1902 E 3rd St .	Minici		37302	men 1990	DLL/2000	 -	40,.70.00	45,	\$129,600,00	\$1,699,858.52	****	•	\$1,308,566,90
					Percent Interstate Use =			35,20%	35 20%		Interstate Portion of "Uneamed" Amount:						\$460,615,55
ren					, eroem mit	,, J.G.C		00.2070				state Portion of "Uni		\$598,350.20 \$1,101,508.32			\$847,951.35
643.WW	d box Altrandana Clas	ance Co.; "o" means fina	need by earlbor comp	nnv.													
ini "t" means financei	a uy Aberdeen Fina	ance co., o means ima	meed by amouner comp	Qiiy.											-		

[1] "t" means financed by Aberdeen Finance Co.; "o" means financed by another company.

Dedicated Access Contract 6SD63789 3 year [note 2]
Dakota DuneSD 57048 #N/A #N/A 1 \$156,600.00 \$156,600.00 \$156,600.00 \$156,600.00 \$156,600.00 \$156,600.00 \$156,600.00 \$153,468.00 \$153,468.00 \$153,468.00 \$153,468.00 \$153,468.00 \$153,468.00 \$153,468.00 \$155,468.00 \$

^[2] Customer has paid 50% of contract amount; service has not yet commenced. Balance is due after 18 months of service.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S)	ADMISSION OF SERVICE
COM	MUNICA	TIONS/ALTE	RNA-C	ELL'S)	
COM	PLIANCE	WITH COMMIS	SION OF	RDER)	TC02-166

I, Robert Angerhofer hereby acknowledge receipt of Subpoena directed to me on the 26th day of June, 2003, in Sioux Falls, South Dakota.

RECEIVE

JUL 0.2 2000

SOUTH DAKOTA FOUTILITIES COMMIS

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA- CELL'S COMPLIANCE WITH COMMISSION ORDER	AFFIDAVIT OF ROBERT K. SAHR, CHAIRMAN OF THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
) TC02-166

Robert K. Sahr, after being duly sworn upon his oath, hereby states and disposes as follows:

- 1. My name is Robert K. Sahr and I am the Chairman of the of the South Dakota Public Utilities Commission.
- 2. As a member of the Commission I am authorized and certify that claims have been presented by South Dakota consumers against S&S Communications for not providing long distance service.
- 3. Attached to this Affidavit is the original letter of credit presented to this Commission.
- 4. Consistent with the IRREVOCABLE STANDBY LETTER OF CREDIT, this affidavit and original letter of credit are presented for the purpose of securing payment of funds under credit provided under Opener's Reference No.: SS01.

Further affiant sayeth not.

Robert K. Sahr, Chairman

South Dakota Public Utilities Commission

On this _______, 2003, came before me, a Notary Public in and for the State of South Dakota, Robert K. Sahr, well known to me or having proved his identity by means of sufficient proof, and being duly sworn, executed the foregoing "Affidavit" in my presence.

(SEAL)

Notary Public

Notary Print Name:

TINA DOUGLAS My Commission Expires April 8, 2005

My Commission Expires:

General

- Please state your name and address for the record?
 Keith Senger spelled S E N G E R
 My work address is State Capitol Building, 500 East Capitol Avenue, Pierre SD
- Where are you employed?
 I am a Utility Analyst for the South Dakota Public Utilities Commission
- What is your educational background?
 I graduated from Northern State University in May of 1992, with a Bachelor's Degree in Business Administration with major course working Accounting and minors in both Economics and Computer Management Information Systems.
- Please describe your work experience.
 In June of 1992, I started my employment with the State of South Dakota as an auditor for the Department of Legislative Audit. In January of 1998, I accepted employment as the Audit and Compliance Manager for the South Dakota Department of Transportation. In January of 1999, I joined the Commission as a Staff Utility Analyst.
- Do you have any professional designations or memberships?
 Yes, I do. I am a Certified Public Accountant (CPA) in accordance with the South
 Dakota Board of Accountancy, a member of the American Institute of Certified Public
 Accountants and a member of the South Dakota CPA society.
- Is part of your job with the PUC to assist in the regulation of telecommunication companies?
 Yes
- In the process of doing so did you become familiar with a company by the name of S&S Communications/Alterna Cell?
 Yes
- When did you first become aware of this company?
 In July of 2000 when I was assigned to process S&S CoA application.
- Do you commonly refer to this Company as simply S&S?
 Yes
- Based on your knowledge and information the Commission has, could you please explain the nature of S&S and the service provided?

 Based on the information that the Commission has received, S&S is a partnership owned and operated by Les Sumption spelled S UMPTION and Matt Swearingen spelled S WEARINGEN. S&S's address is 125 Railroad Ave. S E. Aberdeen SD. S&S is a provider of wireless cellular telecommunications services and is a wireline long distance provided. S&S provides its wire-line long-distance service through a combination of both facilities based and resale of an underling carrier.



APPLICATION (purpose – general info about S&S and Financial statements)

 Before you are documents that have been marked as exhibit S1. What are these documents?

This is S&S's application for a Certificate of Authority filed July 21, 2000, docket number TC00-114.

• Please describe this exhibit.

The first 4 pages of the application contain information/required by ARSD 20:10:24:02. The next 10 pages contain the balance sheet and income statement of S&S for June 30, 2000 and December 31, 1999. The next 28 pages contain S&S's proposed tariff. The next page is a copy of S&S's Long Distance Service Agreement and the remaining 3 pages contain promotional and advertising information about S&S.

- All of this was part of S&S's original application?
 Yes
- Before you are documents that has been marked as exhibits S2a & S2b. Please describe these exhibits?

S&S 's application as originally filed was incomplete. Exhibit S2a (one page) is what Staff refers to a Data Request. It is a letter dated August 1, 2000 to S&S requesting information to supplement the application. Exhibit S2b (3 pages) is \$\frac{1}{2}\$ S&S's response to that data request stamped dated on August 8, 2000 send by Les Sumption.

What does this data response provide?

Item 5 of the response indicates that S&S will contact the Commission once S&S incorporates under the name RealTel. The attachment to the response contains cash flow statements for the corresponding balance sheet and income statement that S&S provided with original application.

- Has S&S ever notified the Commission that S&S has been incorporated under the RealTel name or any other name?
 Not to my knowledge.
- Has S&S ever notified the Commission that it operating or doing business as RealTel or any other name besides S&S Communications/Alterna Cell?
 Not to my knowledge.
- Before you are documents that have been marked as exhibits S3A & S3B. Please describe these exhibits?

Exhibit S3a (3 pages) is another data request sent to S&S on August 29, 2000. Exhibit S3b (4 pages) is the response to that data request faxed to me on August 31, 2000 from Don Niles, S&S's attorney at the time of the application.

Please describe the significance of these exhibits.
 In S&S's response S&S indicated

- S&S was providing landline telecommunications services to 360 South Dakota customer prior to obtaining authority from the South Dakota Public Utilities Commission
- 2) S&S had 270 current prepaid customers
- 3) S&S had unearned revenue of \$708,161
- 4) S&S is recording the prepaid collections as revenue in the year it was collected
- 5) S&S indicated that obtaining a bond to provide 100% coverage for the unearned revenue was "possibly unobtainable".
- Please explain was is meant by Unearned revenue.

 In the case of a service to be provided over a period of time, revenue is recoging as earned as time passes as those service are provided. I crepting a pre pament

 Unobtainable bond? Obligates an entity to provide goods of services of take fund the cash
- Before you are documents that have been marked as exhibit S4. Please describe these exhibits?

Exhibit S4 is a 5 page fax from Don Niles received September 8, 2000. It contains a \$50,000 bond that S&S submitted.

• Before you are documents that have been marked as exhibit S5a and S5b. Please describe these exhibits?

Exhibit S5a is another 1 page data request to S&S dated September 8, 2002 asking them to submit prepaid customer information including names, addresses and telephone numbers. Exhibit S5b is a 2 page letter from Don Niles received October 20, 2000 responding to the data request. This Exhibit also contains an 8 page attachment containing the customer information with S&S unearned revenue calculation. Confidential treatment was requested for this response.

- Is the customer information in the format that you requested?
 No. It did not contain names, addressed and telephone numbers.
- Why did S&S not provide the Names Address and Telephone numbers?
 They indicated that they did not want to provide that information because it was highly confidential information. After-considering, I determined that I did not need that specific information to calculate the bond.

• Before you are documents that have been marked as exhibit S6. Please describe this exhibit?

This exhibit is a 2 page fax from Les Sumption dated December 8, 2000. It contains what we refer to as the Aberdeen Finance Corporation collateral agreement.

Describe. Because of this agreement with a costare list the band recom approval

FIRST COMPLIANCE FILING

 Before you are documents that have been marked as exhibit S7. What is this exhibit?

This is S&S's first compliance filing.

Please describe this exhibit?

Dec 21/200

This Exhibit contains a 1 page letter for Don Niles stamp dated June 22, 2001 and 3 attachments in which S&S requested confidential treatment. The first attachment is 9 page decument containing S&S customer information with unearned revenue calculation. The second attachment is a 1 page letter from AFC signed by Vice President Tim Rich, dated June 18, 2001 showing the prepaid services covered by the AFC collateral agreement. The third attachment is a \$75,000 bond.

BOND CANCELATION

Before you is a documents that has been marked as exhibit S8a. What is this
exhibit?

This is a letter from Allied Insurance to the Commission date stamped September 27,2001. It notifies the Commission that the \$75,000 bond will be cancelled as of October 312 2001.

- Does it indicate why the bond is being canceled?
 The letter indicated that the bond is being canceled for "Failure to submit underwriting requirements".
- What are underwriting requirements?
 Before a bonding company will issue a bond it requests various documents and supporting information before the bond is issued. These requested documents are the underwriting requirement.
- Before you are documents that have been marked as exhibit S8b. What is this exhibit?

This is a 2 page fax from S&S to myself dated October 31, 2001. It contains a letter from Worldwide Insurance Specialist Inc to Les Sumption indicating that the new \$75,000 is subject to normal underwriting conditions.

- Why did S&S fax you a copy of this letter?
 - After the Commission received the bond cancellation notice I called Mr. Sumption numerous times relating to getting a new bond. He assured me that he would have a new bond in place by 10/30/01. As that cancellation date neared and no bond was received I continued discussions with Mr. Sumption. This letter was his proof that a bond was in and near being in place.
- Before you are documents that have been marked as exhibit S8c. What is this exhibit?

This is a fax from Brenda Sumption to myself received on November 7, 2001. It contains a copy of new the bond in place that had been back dated to October 30, 2001.

• Before you are documents that have been marked as exhibit S8d. What is this exhibit? $_{re} e^{i r} v^{k \ell}$

This is a copy of the bond that the commission received on November 13, 2001.

 Do you see anywhere on either exhibit S8C or S8d the company named Worldwide Insurance Specialists as we see on exhibit S8b?
 No Do you have any idea what happened to Worldwide Insurance Specialists?
 No I do not.

JULY 2002 FILING (DEC 2001 FILING)

Before you are documents that have been marked as exhibit S9a, S9b and S9c.
 What are these exhibits?

Exhibit S9a contains a 1 page letter stamped July 22, 2002 from John Burke, S&S's Attorney and 2 attachments that S&S requested confidential treatment. The second for page of this exhibit is a letter from AFC signed by Tim Rich indicating the amount prepaid services covered by the AFC collateral agreement. The last 12 pages are documents containing S&S customer list and S&S unearned revenue calculation.

Exhibits S9b and S9c contain written communications between John Burke and myself regarding confidential treatment of this information.

- You stated that this filing was received or stamped dated by the Commission on July 22, 2002. When was this filing due?
 This filing was to satisfy the June 21, 2002 filing date.
- So it was late?
 Yes, approximately one month late.
- What about the December 21, 2001 filing?
 The Commission never received that filing.
- Did you ever contact S&S regarding the December 2001 filing?

 Yes, on a number of occasions.

 During the verbal communications regarding the bond cancellation discussion I reminded Mr. Sumption several times that his next bond filing was due in December. I also contacted Mr. Sumption in February of 2002 to tell him that his filing was late and he needed to get it in.
- And he never submitted the filing?

 No, in fact I believe the only reason why A feceived the July 2002 filing is because I called Mr. Sumption's Attorney and told him that the December filing was never received and that the June filing was late. If I did not get it in ASAP that Staff would file a motion.
- Getting back to the June 21, 2001 filing that was filed in July 22, 2002, Exhibit S9a. Did you find anything unusual about this filing?

Yes, 3 things.

1) Even though it appeared S&S's customer list was growing, the S&S calculated bond amount actually fell from the June 2001 to the July 2002 filing.

- 2) This filing actually contained a customer with a negative unearned revenue amount, which in impossible
- 3) With previous filings S&S submitted both an Excel spreadsheet and hard copy of the filing. The previous spreadsheets contained formulas that calculate S&S's unearned revenue. This filing only contained only hardcoded amounts in the customer unearned revenue cells, therefore I was unable to determine S&S calculations.

What do you mean by hardcoded?

What did you do after finding these unusual differences?

I pulled up an electronic version of a previous filing and cut and paste the formula into this filing. I then noted that I could not reconcile or recalculate 5 of S&S's hardcoded amounts. Upon further review I noted what I viewed as errors in S&S's formula. Surprisingly enough these error work in S&S favor in lowing the bond calculation. I then calculated what I believed to be the correct unearned revenue amount and bond calculation. My bond calculation was almost double that of S&S's calculation.

What did you do next?

Over the course of the next three months I engaged in numerous telephone conversations with Les Sumption, Matt Swearing and his attorney. I also issued four written data requests.

Before you are documents that have been marked as Exhibits 10a, S10b, S10c and S10d. What are these documents?

These are my 4 data requests. I would note that these requests contain information and reference to information that S&S has requested confidential treatment.

Please briefly explain each.

Exhibit S10a is a 4 page data request dated August 12, 2002 with an 8 page attachment. The first four pages of the exhibit explain the attachments and requests information. The attachment is S&S's customer list with a number of columns added by Staff for the purpose of attempting to calculate unearned revenue and the bond amount. The attachment shows that S&S-end Staff clearly do not agree with S&S's bond calculation. Item 34 of this request asks S&S to provide Financial Statements.

Exhibit S10b is a 2 page data request dated August 22, 2002. It contains numerous questions relating to the AFC.

S10c is another 2 page data request dated September 9, 2002. This request again asks S&S for information, it notes errors on S&S's most recent filing, asks S&S to re-file the customer information, puts S&S on notice that Staff believes they are under bond and not in compliance with Commission order and asks S&S to submit a bond or other security.

Exhibit S10d is a 4 page data request dated September 17, 2007. It also contains 5 pages of attachments. These documents ask for information and provide S&S with staff's position on the unearned revenue and bond calculations. Item 4-5 asks S&S to provide a date when S&S will provide financial statements.

 Before you are documents that have been marked as Exhibits S11a, S11b and S11c. What are these documents?

These are S&S's responses to those data requests. I would again note that these might fall under S&S confidential treatment requests.

Please briefly explain each.

S11a is correspondence from John Burke stamped dated September 3, 2002 containing partial responses to Staff's first two data requests.

S11b is a 2 page letter from John Burke stamp dated September 13, 2002 containing partial response regarding to staff's 3rd data request. Item 3-1 of this response indicates that S&S is objecting to providing Staff with the requested data.

S11c is a 5 page letter from John Burke stamp dated September 26, 2002 containing objection to any remaining staff requests. Item 4-5 does indicated that S&S will have financial statements available January 1, 2003.

Did you ever receive those financial statements?

No.

 Before you are documents that have been marked as Exhibits S12. What are these documents?

This is a 3 page fax received from John Burke received September 12, 2002 containing a \$125,000 Irrevocable Standby Letter of Credit.

What did Staff do when your received the S&S's objection for provide information?

On September 27, 2002 Staff filed a motion to Show Cause. which open and shocket

NOVEMBER 04 FILING

• How did S&S response?

On November 4, 2002 S&S submitted via Email a new version of the customer information that they originally submitted in July of 2002.

 Before you are documents that have been marked as Exhibits S13. What are these documents?

This is S&S's November 4, 2002 filing.

Please describe these documents.

The first page of this Exhibit is a copy of the email I received from Matt Swearing or providing the information. The next 12 pages are a print out of the file attached to the email message. It is the customer listing.

• Please summarize the changes between this filing and the July 2002 filing. For the most part, this information was the same as the previous filing provide in July 2002 in that it contain no new customers however it does provide the AFC covered amount broken down by customer.

• What is the significance of this new AFC information provide by S&S?

This was some of the information that Staff was request of S&S and it allowed staff

to make a more accurate calculation for the bond amount?

Between staff to colours the bond amount by costomer.

Did S&S request confidential treatment of this filing?

The email I received did not request and confidential treatment however I have been treating it a confidential since it is almost identical in nature to previous information in which S&S requested confidential treatment.

 Before you are documents that have been marked as Exhibits S14. What are these documents?

This is a 1 page letter from me to Mr. Sumption dated November 5, 2002 with an 8 page attachment. The attachment takes S&S's November 2002 filing and calculates Staff's determination of S&S's unearned revenue and bond amounts. The letter notes some of the changes I made to the file and identifies what staff's believes the unearned revenue and bond amounts to be.

Briefly describe what happened next.

Staff and S&S continue verbal discussions however I felt that limited progress was being made. I made it clear to Mr. Sumption that if he did not increase his bond staff would file a motion before the commission. On Nov 15, 2002 the commission receive notice that S&S's attorney withdrew as council. Staff waited for S&S to obtain new council and finally filed a motion for inspection of documents on December 6, 2002.

Did staffs motion yield anything from S&S?

Yes. On December 10, 2002, S&S agreed to allow staff to inspect any and all documents at S&S's place of business if Staff agreed not to schedule the motion to be heard on the Dec 19, 2002. S&S requested that Staff wait until after the December 21, 2002 customer filing because documents were currently being used to prepare the December 21, 2002 filing. S&S also agreed the filing would contain AFC information as previous provided in the November 2002 filing.

DECEMBER 21, 2002 FILING

- Did S&S file the December 21, 2002 customer listing filing time.

 December 21, 2003 fell on a Saturday so the filing was received on Monday December 23, 2003.
- Before you are documents that have been marked as Exhibits S15. What are these documents?

This is that filing. The first page is a copy of the email sent from Matt Swearingen to my email address and the next 17 pages is a print out of that file which I printed.

- Are you treating this information on this exhibit as confidential?
 Yes
- Was that filing complete?

No. In fact Mr. Swearingen's email message indicated that it was incomplete and that he would submit a complete filing next week.

Did the Commission receive the filing the following week?
 No, instead I received an email from Mr. Swearingen that he has been ill and unable to complete. I asked Mr. Swearingen for a data certain when the filing will be submitted to the commission. No response was received.

Staff then sent an email to S&S's new attorney, Mr. Blau which caused an email response from Mr. Swearing who committed via email to a January 22, 2003 date.

- Is this correspondence you referred to the documents that have been marked as Exhibits S16a, S16b and S16c.
 Yes.
- Did the Commission receive the customer filing on January 22, 2003? Staff did receive a filing via email from Matt Swearing but it was again incomplete.
- Before you are documents that have been marked as Exhibits S17. What are these documents?

This is S&S's filing submitted Jan 22, 2003. The first page contains a copy of the email message from Mr. Swearingen. The next 17 pages contain the filing which I printed.

What did staff do?

Staff entered into a number of email communications with S&S's attorney. Staff was told that S&S unable to provide the information on time because the AFC information was unavailable. S&S would attempt to get the information to the Commission by January 27 however that was dependent on the cooperation of AFC. After not receiving the filing on January 27, Staff again entered into email discussions with S&S attorney. This time S&S indicated that AFC provided incorrect information to S&S and thus S&S would again need some more time but committed to filing on February 3, 2003.

- Before you are documents that have been marked as Exhibits S18a and S 18b.
 Are these the emails that you just spoke of?
 Yes
- Also before you are documents that have been marked as Exhibit \$19. Please describe these exhibits.

The first page is an email received from Matt Swearingen on February 3, 2003. Attached to this email messages was the file containing the customer list. The next 14 pages contain the customer information that I printed from that attached file. From this file S&S calculated their unearned revenue and bond amount.

- Is Staff treating this information as confidential?
 Yes.
- What did you do with this information filed?
 I compared this filing with previous filings.
- Was anything different about this customer filing compared to the previous filings?

Percentages

Yes I found 6 alarming categories of error.

7

- 1) This filing revealed a large number of customer contracts that were not on previous filing but should have been.
- 2) This filing revealed a large number of customers who had multiple contracts for which only recorded a single a contract on previous filings.
- 3) This filing revealed large number of customer contracts which the amount collected per contract was previously under-reported.
- 4) This filing revealed a large number of customer contracts for which the terms of the contract previously reported were reported as being shorter than actual.
- 5) This filing revealed a large number of customers contracts for which S&S recorded as being AFC financed customers covered collateral agreement but in fact these customers were not actually AFC financed customers at all and thus not covered under the AFC collateral agreement.
- 6) This filing revealed a large number of customers where the AFC amounts recorded on previous filings that were recorded as being higher than actual.
- What is the affect of the six categories of errors?
 Every one of these errors directly decreased S&S the bond amount.
- Do you believe S&S is under-bonded? Yes
 - Has S&S indicated that they are under bonded?
 Yes. During a teleconference that took place on March 11, 2003 between S&S and Commission Staff, S&S admitted that they are under-bonded and thus not in compliance with Commission order in docket TC00-114.
- Did S&S indicate that it would be posting a bond to get into compliance?
 During that same call, S&S basically indicated at they were not financially capable of providing a bond large enough to comply with the commission order. S&S would need to put up 100% cash collateral for a bond and S&S did not have the financial ability to do so.
- What did Staff and S&S do?
 S&S agreed to amendment to its authority to restrict S&S from selling and more prepaid contracts. On March 30, 2003 the Commission issued an order restricting S&S from offering any new prepaid services.
- What was the effect of this agreement?
 Its intent was to stop any more customers from potential losses. By halting any more prepaid sales, S&S's bond requirement would slowly decrease over time as S&S provided service to its existing prepaid customers. Additionally this it did not relieve S&S from is obligation to provide 100% bonding.
 - What other steps did Staff do?

 On May 27, 03 Staff filed a motion to increase the information that S&S is to report with its normal compliance filings. On June 3 2003 the Commission issued an order granting Staff's motion. Between filing that motion and the Commission granting that motion, Staff and the Commission learned that S&S's underling carrier disconnected S&S for nonpayment and that S&S's customers were without service.

 What date was S&S to provide this new information that the Commission ordered?

They were to submit it with the normal compliance filings so it would have been due June 21, 2003

Did S&S meet those additional filing requirements?

No. S&S filed a report with the Commission on June 25, 2003, however it was incomplete.

 Before you are documents that have been marked as Exhibits S20. Please describe these exhibits.

The first two pages are email communications with an attached filed. The next 12 pages contain a customer list

Please list why this filing is not in compliance with the Commission order dated 6/3/2003.

It does not provide

- 1) A bond
- 2) The list of postpaid customers
- 3) GAAP compliant financial statements
- 4) Current AFC amounts

CLOSE THE HEARING FOR CONFIDENTIAL INFORMATION

- Please turn to the S&S's Customer listed filed on Feb 3, 2003 Exhibit 19.
 What did you do with the information on this Exhibit?
 I used that information to calculate unearned revenue and the bond amount. My work can be seen on Exhibit S21.
- Is this Exhibit 21 a document that was prepared by you? Yes. USING the infomation that 545 provide
- Please describe this Exhibit.

The first two pages, the 8 ½ by 11 sheets, are a summary of the steps I performed in preparing my spreadsheets, an explanation of the differences between Staff and S&S's calculations and a reconciliation of those differences. The next 12 sheets are my worksheets calculating S&S's unearned revenue and bond amounts as of 12/20/02, based on S&S's Feb 3, 2003.

- Please explain what you did on this exhibit
 - show S19 and S21 are same
 - Explain read my steps -

Using the information that S&S provided I calculated unearned revenue as of December 20, 2002 to be \$2,229,173 and the bond amount to be \$2,081,997.

 Based on that same information filed on Feb 03, 2003, what does S&S say the bond amount is?

S&S contends the bond amount is \$873,047.75. This can be found on Exhibit S19, the attachment section (the big sheets) the paged numbered 14 of 15 the bottom right hand side. Additionally on a March 11, 2003 teleconference between Staff and S&S, S&S stated that they believe the bond amount was "Somewhere in the neighborhood of \$875,000."

 Based on the Feb 2003 information that S&S filed, S&S says the bond amount is about \$875,000 and you are saying the bond amount is over 2 million. Why the big difference?

The difference is due to the methods used in calculating the bond. These differences can be grouped in to 5 major categories.

Read off sheet.

If you will turn to the second sheet of exhibit S21 - second small sheet – I have prepared a reconciliation of the differences between S&S's and Staff's bond calculations. The PIU difference accounts for \$640,035 of the difference; AFC amount at Risk - \$315,289; Equipment charge difference, \$129,600, non-listed customers difference, \$66,056; Sales Tax difference, \$58,589.

 Earlier you mentioned that you found 6 categories of error when comparing the Feb 3, 2003 filing to previous filings. Have you prepared anything documenting those errors?

Yes. I prepared a spreadsheet that documents all error that I found. I believe this document has been marked as exhibit S22.

Please describe this Exhibit.

The first page (the 8 ½ by 11sheet) of this exhibit is an error summary and a tickmark legend. The next 11 pages (the 11 by 17 sheets) contain my spreadsheet detailing the error found between the November 2002 filing and the February 2003 filing.

- Did you prepare this exhibit?
 Yes
- Please give some more detail about the worksheet and what it represents.

 Essentially this sheet is contains exactly the same inform as exhibit S21. The only difference is that I have added colors and tickmarks to denote error.

This spreadsheets represent all of the variance I found between S&S's November 2002 filing – Exhibit S13 and S&S Feb 2003 filing – Exhibit S19.

- Did you say that the colors represent errorfound?

 Yes. And as you can see by paging through the spreadsheet, there is a lot of color
- Please explain how you found those differences.
 I compared each individual account number from the Feb 2003 filing to the Nov 2002 filing. I then marked each account with either a color or a color and tickmark.

• Please summarize these differences.

If you turn to the first sheet of exhibit S22 the 8 ½ by 11 sheet I have supplied an error summary and a legend.

- discuss.
- Please turn to exhibit S9a, second page. There you will find a letter from Aberdeen Finance Corporation, signed by Vice President Tim Rich. What does this letter state?

This letter indicates that as of July 17, 2002 AFC had S&S prepaid contracts totaling \$748,391.63

• What exactly does this number represent?

In a response to one of staff's data requests, AFC provided a letter signed by vice President Tim Rich. This letter is found on page 11 and 12 of Exhibit S11a. that letter tells me that the \$748,391.63 is the principal balance that S&S's customers owe AFC for contract that were financed through AFC. - 748 391, 63 is covered on der the AFC agreement.

- Does that number agree to S&S November 2002 filing Exhibit S19?
 Yes
- Does S&S report the AFC number in the February 2007 filing?

 The report the individual amount but do not report the total. In my spreadsheet using S&S February 2002 information summed those individual amounts and came up with \$158.758.47.
- Where can I find you number?

Exhibit S21, spreadsheet page 11 of 12, last number under the column titled "Owed to Aberdeen Finance" – that would be the 14th column.

• So these two numbers, the \$748,391.63 and the \$158, 785.47, they represent the same thing for two different periods in time?

Yes they both represent the principal balance that \$&\$'s customers owe AFC for

Yes they both represent the principal balance that S&S's customers owe AFC for contract that are financed through AFC as of 6/17/02 and 12/20/0 . —

- Anything strike you as being odd between these two numbers?
 Yes. The fact that the difference is between the two is almost \$600,000.
- Doe you believe that it is normal that this number fell by \$600,000 in about six months?
- What should the difference be?

Staff does not have all the information necessary to calculate what the exact amount the difference should be. To do so I would need, all the term of the AFC loan from 8 are at sincluding the origination date, interest rate, the length of the loan, payment dates just to name a few. However if the \$158,785.47 is correct number then I believe based on sound and conservative estimates that the \$748,391.63 should be closer to \$200,000 instead of the \$748,000.

In July 2002

 Are you stating that the July 2002 reported AFC amount was overstated by about \$548,000?

Based on the information that S&S has provided, that is what I believe.

What did you do concerning this difference?
 I did an individual, account by account comparison of the AFC amounts recorded on the November 2002 filing and the February 2003 filing. A summary of the variances noted can be found on the legend page of Exhibit S22

Based on these errors, do you believe the AFC amount \$748,391.63 as of July 17, 2002 is inaccurate?

I now would like to direct your attention to what has been marked as exhibit
 S23. Please describe this exhibit.

This exhibit compares the customer list S&S provided to the Commission in October 2000 (exhibit S5b) to the customer list S&S provided in Feb 2003 (Exhibit S19). The first two page of this exhibit (the 8 $\frac{1}{2}$ by 11 sheets) summarize the steps I used in performing my work and summarize the variances found. The last 9 sheets (11 X 17 sheets) are my spreadsheets .

- Please briefly describe the steps you used in preparing this exhibit.
 Read explanation
- Summarize the errors you found? Read filings.
- Based on this exhibit, what was the unearned revenue that you calculated?
 Based on the information that S&S provided on February 2003, I calculated the unearned revenue as of October 19, 2000 to be \$1,573,866.
- What did S&S calculate the unearned revenue to be on October 19, 2000? If you turn to Exhibit S5b which is a copy of S&S October 2000 customer list, last page, last column. S&S states it's unearned revenue as of October 19, 2000 is \$699,299.
- You have just testified that as of October 19, 2000 S&S states the unearned revenue to be \$699,299. Based on recent information that S&S has provided, you believe the unearned revenue to be over 1.5 million. Is this difference attributed to the variances you noted on exhibit \$23?

Yes. - all of the variance noted with color make up that difference

Did you re-calculate the bond amount for October 2000?

No. I can not accuracy calculate the bond amount back for October 2000 because staff does not have the detail AFC information to accuracy do so - loan amounts, origination date, interest rate, the length of the loan, payment dates etc. However I can state that the difference between S&S calculated October 2000 unearned revenue and Staff calculated October 2002 unearned is \$874,567. This difference would be a dollar for dollar increase to bond calculation.

 Are you stating that S&S was under bond by \$874,567 back when they were certified in December 2000?

Based on S&S calculation method of calculating the bond amount and based on the February 2003 information that S&S provided, I believe that S&S was \$874,000 in December of 2000. If Staff that the information to accurately calculate the bond amount for December 2000, I believe that bond amount would increase.

- Are you advocating the use of S&S bond calculation method?
 Absolutely not. I do not have the information to calculate the bond using Staff's method. Therefore S&S's method is the only option I have.
- S&S's method uses the AFC reported amount. Didn't you just testify that you believed the June 2002 AFC amount was overstated by and approximately \$548,000.
 Yes
- What did AFC report as the AFC amount during the application process. On Exhibit S6 AFC indicated that the AFC amount was \$603,000.
- What would be the affect on the bond if the \$603,000 AFC amount was overstated?

The bond amount and the AFC amounts have a direct inverse relationship. If the AFC amount is overstated by \$1, the bond amount is amounts is understated by \$1. If the AFC amount is overstated by \$400,000, then the bond amount is understated by \$400,000.

- For clarity, if the \$603,000 AFC amount was over stated by \$548,000, by what amount would S&S have been under bonded back in December of 2000.

 Approximately \$1.4 million
- Before you is a document that has been marked as exhibit S24. What is this
 Exhibit.

This is a summary of S&S bond and unearned revenue calculations for the various filings.

Did you prepare this exhibit?
Yes

Other foundation – move to enter

- Please describe this document.
- Were you able to tell how many customers that S&S has sold long term contracts to since

16 of 16

• Are you stating that S&S was under bond by \$874,567 back when they were certified in December 2000?

Based on S&S calculation method of calculating the bond amount and based on the February 2003 information that S&S provided, believe that S&S was \$874,000 in December of 2000. If Staff that the information to accurately calculate the bond amount for December 2000, I believe that bond amount would increase.

- Are you advocating the use of S&S bond calculation method?

 Absolutely not. Ldo not have the information to calculate the bond using Staff's method. Therefore S&S's method is the only option. I have.
- S&S's method uses the AFC reported amount. Didn't you just testify that you believed the June 2002 AFC amount was overstated by and approximately \$548,000.

 Yes
- What did AFC report as the AFC amount during the application process. On Exhibit S6 AFC indicated that the AFC amount was \$603,000.
- What would be the affect on the bond if the \$603,000 AFC amount was overstated?

The bond amount and the AFC amounts have a direct inverse relationship. If the AFC amount is overstated by \$1, the bond amount is amounts is understated by \$1. If the AFC amount is overstated by \$400,000 then the bond amount is understated by \$400,000.

For clarity, if the \$603,000 AFC amount was over stated by \$548,000, by what amount would S&S have been under bonded back in December of 2000.

Approximately \$1.4 million

- Please turn to S&S's October 20, 2000 filing Exhibit S5b. How many customers Did S&S list on that filing?
 Answer... 270
- Please turn to S&S's response to your second data request that you issued during the applications process – Exhibit S3b. How many prepaid customers did S&S report?

Answer....270

 Based on your Exhibit S23, how many customers did you find as of October 20, 2000?

The column on the left hand side of Exhibit show 413 customers. This is based on information that S&S has provided. That is a difference of 412 Those customers are the customers marked in yellow on exhibit S23.

 So S&S provided false information to you and this Commission during the application process?
 Yes.

- Your testimony indicates that S&S provided false information to during the application process. Your testimony also indicates that S&S was underbonded somewhere in the neighbor of \$875,000 or more. Is that correct? Yes
- This is all based on information that you have now that you did not have then.
 Is that Correct?
 Yes
- All of this information that you have now but did not have then was information that you requested but S&S either didn't provide or provides incomplete and inaccurately information. Is that correct?
- If the Commission that this information back during the application process, do you believe that S&S would have received approval from the Commission on its COA?

I definitely would not have recommended approval. Without my recommendation, I do not believe the Commission would have approved the applications and issued S&S's COA.

Before you is a document that has been marked as exhibit S24. What is this
Exhibit.

This is a summary of S&S bond and unearned revenue calculations for the various filings.

Did you prepare this exhibit?
 Yes

Other foundation – move to enter

- Please describe this document. EXPLAIN THE EXHIBIT
- Lets get back to customer counts for a minute. Can you tell me how many South Dakota customers S&S sold prepaid land line long distance contract to prior to receiving Commission authority back on December 21, 2000?
 Exhibit S23 which is information that S&S provided, shows S&S sold prepaid long term land line contacts to 413 South Dakota consumers from October 1, 1996 to October 18, 2000.

Based on S&S November 2003 filing Exhibit S19, S&S sold prepaid long term land line contacts to 18 South Dakota consumers from October 1, 2000 to December 20,2000.

This total 431.

 Can you tell me how many South Dakota customers S&S sold prepaid land line long distance contracts to from December 21, 2000 to the time when S&S

conveyed to the Commission that they acknowledged they were under bonded?

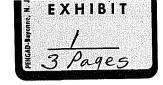
Exhibit S22, which information that S&S provided, shows S&S sold prepaid long term land line contacts to 205 South Dakota consumers from December 21,2000 to December 9, 2002.

Exhibits S20 which information that S&S provided, shows S&S sold prepaid long term land line contacts to 11 South Dakota consumers from December 10, 2002 to February 3, 2003. February 3, 2003 is the date of the last filing in which S&S admitted they were underbonded.

That is a total of 216.

- Can you tell me how many South Dakota customers S&S sold prepaid land line long distance contract to after they admitted they were from December 21, 2000 to the time when S&S conveyed to the Commission that they were under bonded?
 - Exhibit S20, which information that S&S provided, shows S&S sold prepaid long term land line contacts to 8 South Dakota consumers after February 3, 2003 which is the date of the last filing in which S&S admitted they were under bonded.
- Need to Summarize the timing of the filings

KELLYS QUESTIONS ABOUT INTENT



DEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
S&S COMMUNICATIONS/ALTERNA-CELL)	CERTIFICATE OF
FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY
PROVIDE INTEREXCHANGE)	
TELECOMMUNICATIONS SERVICES IN)	TC00-114
SOUTH DAKOTA)	•

On July 21, 2000, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S Communications/Alterna-Cell (S&S).

The applicant intends to offer interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission considered S&S's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the following:

- 1. a continuous \$50,000 (at a minimum) surety bond; and
- 2. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that S&S has met the legal requirements established for the granting of a certificate of authority. S&S has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves S&S' application for a certificate of authority, subject to the following:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements, informing them of the collateral agreement referenced below;
- 2. a continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. The collateral agreement between S&S and AFC dated December 8, 2000, attached hereto as Exhibit 1, is incorporated herein by reference as though here fully set forth.

As the Commission's final decision in this matter, it is therefore

ORDERED, that S&S' application for a certificate of authority is hereby granted, subject to the following:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements, informing them of the collateral agreement referenced below;
- 2. a continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. The collateral agreement between S&S and AFC dated December 8, 2000, attached hereto as Exhibit 1, is incorporated herein by reference as though here fully set forth.

It is

FURTHER ORDERED, that S&S shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this Andrew day of December, 2000.



Aberdeen Finance Corporation

Aberdeen Insurance Agency

P. O. BOX 59 18 THIRD AVENUE S.E. ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982

MARK A. KRAGE

Independeni Insurance

GEO. M. RICH President TIM RICH Vice President

December 8, 2000

Loan Officer KATHLEEN GETTY Agency Manager

DEC 1 1 2000

South Dakota Public Utilities Commission

State Capitol Building 500 E. Capitol Avenue Pierre, SD 57501-5070

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re: S&S Communications

Dear Mr. Senger:

Mr. Keith Senger

This letter is to confirm the agreement between S&S Communications and the Aberdeen Finance Corporation concerning the treatment of prepaid customers of S&S. In connection with addressing issues raised by you in connection with S&S's application to the South Dakota PUC, S&S obtained professional appraisals of its wireless system assets, including numberous wireless licenses, which it has offered to provide as collateral to the Aberdeen Finance Corporation. The amount of collateral S&S will be providing to the Aberdeen Finance Corporation has an estimated market value in excess of \$2.5 million. In exchange, the Aberdeen Finance Corporation has agreed that in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements. This agreement would not in any way relieve S&S's customers from paying for services they receive from S&S or otherwise affect their obligations to the Aberdeen Finance Corporation under their financing agreements with us. The approximate amount of finance contracts currently held by the Aberdeen Finance Corporation for S&S customers if \$603,000.

Yours truly,

ABERDEEN FINANCE CORPORATION

By

Tim G. Rich Vice President

TGR/rm



BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
S&S COMMUNICATIONS/ALTERNA-CELL)	AMENDED CERTIFICATE OF
FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY
PROVIDE INTEREXCHANGE)	
TELECOMMUNICATIONS SERVICES IN)	TC02-166
SOUTH DAKOTA)	

On July 21, 2000, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S Communications/Alterna-Cell (S&S). S&S' application was docketed as TC00-114.

S&S sought authority to provide interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission approved S&S' application, subject to conditions. On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to the following conditions:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements informing them of the collateral agreement;
- 2. A continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause.

At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose an expression that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission further finds that S&S agreed at the meeting to an amendment to its certificate of authority to add a condition to restrict S&S from offering any prepaid services to customers in South Dakota or requiring of, or accepting from, customers in South Dakota deposits or payments in advance of provision of service.

The Commission accordingly approves and orders that S&S' certificate of authority originally granted in Docket TC00-114 be amended to add the condition that S&S not offer prepaid services to, or require or accept deposits or advance payments from, South Dakota customers without prior approval of the Commission. This condition is in addition to and not in lieu of all conditions contained in the original certificate of authority granted in TC00-114. This action and Order by the Commission to amend S&S' certificate of authority is intended as an interim measure and not as final action in Docket TC02-166. This Order is not intended to prohibit S&S from applying to this Commission for a further amendment of its certificate of authority to either remove or modify the restrictive conditions, including those imposed by this Order or to prohibit either the Commission or Staff from taking further action to enforce the terms of the certificate of authority or otherwise to protect the public interest or enforce the laws of this state.

As the Commission's decision in this matter, it is therefore

ORDERED, that the certificate of authority originally granted to S&S in TC00-114 to provide interexchange telecommunications services is amended to include the additional condition that S&S not offer prepaid services to, or require or accept deposits or advance payments from, South Dakota customers without prior approval of the Commission, and that all conditions contained in the original certificate of authority granted in TC00-114 shall remain in effect and subject to enforcement by the Commission.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 30th day of March, 2003. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this 20th day of March, 2003.

BY ORDER OF THE COMMISSION:

ROBERT K. SAHR, Chairman

GARY HANSON, Commissioner

JAMES A. BURG, Commissioner



OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF S&S COMMUNICATIONS/ALTERNA-CELL FOR A CERTIFICATE OF AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES IN SOUTH DAKOTA

ORDER GRANTING MOTION TO AMEND CERTIFICATE OF AUTHORITY TO CLARIFY AND ADD REPORTING REQUIREMENTS TC02-166

On July 21, 2000, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S Communications/Alterna-Cell (S&S). S&S' application was docketed as TC00-114.

S&S sought authority to provide interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission approved S&S' application, subject to conditions. On December 21, 2000, the Commission issued an Order in Docket TC00-114, granting S&S a certificate of authority, subject to the following conditions:

- 1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements informing them of the collateral agreement;
- 2. A continuous \$50,000 (at a minimum) surety bond; and
- 3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

On September 27, 2002, the Commission received a Motion from Staff requesting that the Commission issue an Order to Show Cause to S&S Communications/Alterna-Cell as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. On October 28, 2002, the Commission issued an Order Granting Motion to Issue Order to Show Cause.

At its regularly scheduled March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission. On March 20, 2003, the Commission issued an order amending the certificate of authority by adding the condition that S&S not offer prepaid services to, or require or accept deposits or advances payments from, South Dakota customers without prior approval of the Commission, and that all conditions contained in the original certificate of authority granted in TC00-114 remain in effect and subject to enforcement by the Commission.

On May 27, 2003, the Commission received from Staff a Motion for Order to Amend Certificate of Authority to Clarify and Add Reporting Requirements. In the Motion, Staff requested that the Commission require S&S to provide in its reports to the Commission on or before June 21 and December of each year, commencing with June 21, 2003, the following documents, statements, and information:

- 1) A list (electronic and hard copy) of all South Dakota Prepaid customers. Each individual customer listing shall include:
- Customer name;
- · Customer complete mailing address;
- · Customer Telephone number;
- · Customer Account number:
- Type of Contract (tariffed service offering);
- Number of contracts:
- · Contract start date:
- Contract expiration date;
- Amount received per contract (including tax);
- Total Amount received (including tax);
- Indication if amount was paid in cash or financed though [sic] Aberdeen Finance Corporation (AFC) or other source;
- Total (original) customer principal amount financed by AFC;
- Current customer principal amount owed to AFC;
- A letter signed by an AFC officer verifying and concurring the per customer amounts;
- S&S's unearned revenue calculated by dividing the total amount received by the term of the contract and multiplying by the remaining term of the contract;
- Customer principal amount at risk this amount is the difference between the unearned revenue and the current customer AFC principal when the AFC principal is greater than the unearned revenue;
- Calculated bond amount. This amount is the sum of the unearned revenue for all non-AFC financed customers and the customer principal at risk.
- 2) A bond totaling the sum of the individual customers' calculated bond amounts.
- 3) A list (electronic and hard copy) of all South Dakota postpaid customers including:
- Customer name;
- Customer complete mailing address;
- Customer Telephone number;
- Customer Account number:
- Type of service (tariffed service offering).
- 4) Generally Accepted Account Procedure [sic] (GAAP) compliant financial statements for S&S Communications/Alterna Cell including a balance sheet, income statement and statement of cash flow for the most recent 12 month period.

At its June 3, 2003, meeting, the Commission considered Staff's Motion. The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3, 49-31-7, 49-31-7.1 and ARSD 20:10:24:02 and 20:10:24:03. At the meeting, S&S stated that it did not object to the Commission granting Staff's Motion. The Commission voted to grant the Motion.

The Commission accordingly grants the motion and orders that S&S' Certificate of Authority is amended to include the above-listed requirements.

(by Pw)

As the Commission's decision in this matter, it is therefore

ORDERED, that S&S' Certificate of Authority is amended to include the above-listed requirements.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 3rd day of June, 2003. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this 3rd day of June, 2003.

CERTIFICATE OF SERVICE The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes with charges prepaid thereon. By: Date: (OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

ROBERT K. SAHR, Chairman

GARY HANSON, Commissioner

MES A. BURG, Commissioner

EXHIBIT WARPENSONIC, H. T. PROPPLYSIONIC, H. T. PROPPLYSIONIC, H. T. PROPPLYSIONIC, H. T.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S)	ORDER GRANTING MOTION
COM	MUNICA	TIONS/ALTE	RNA-C	ELL'S)	FOR CORRECTION OF
COMF	PLIANCE	WITH COMMISS	SION OF	RDER)	CLERICAL ERRORS
)	
)	TC02-166

On June 11, 2003, the Public Utilities Commission (Commission) received a Motion for Correction of Clerical Errors on June 3, 2003 Order from Commission Staff. The Motion stated that two clerical errors were contained in the Order Granting Motion to Amend Certificate of Authority to Clarify and Add Reporting Requirements, dated June 3, 2003. In the Commission's Order, the Commission quoted from Staff's Motion for Order to Amend Certificate of Authority to Clarify and Add Reporting Requirements. By quoting from Staff's Motion, the Commission quoted the errors contained in Staff's Motion. Granting of this motion will, in effect, correct errors made by Staff in its Motion to Amend and which had, in part, been noted within the Commission's Order Granting the Motion to Amend.

At its June 13, 2003, ad hoc meeting, the Commission considered the Motion. The Commission voted to grant the Motion. Thus, on page 2, paragraph 1, second sentence, the number "21" is inserted after "December" and on page 2, in the paragraph numbered 4, the words "Generally Accepted Account Procedure [sic]" are changed to "Generally Accepted Accounting Principles. . . ."

It is therefore

ORDERED, that the changes referenced above are made to the Order Granting Motion to Amend Certificate of Authority to Clarify and Add Reporting Requirements, dated June 3, 2003.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

Deter

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

ROBERT K. SAHR, Chairman

GARY HANSON, Commissioner

JAMES A. BURG, Commissioner

To: Glenn

5/pages



S & S Communications

Complete Mobile Telephone and
Radio, Sales and Service

Call for listings of sites and members.

Tom Bigelow Telco Negotiations Manager (605) 250-9999

125 Railroad Ave. E. Aberdeen, SD 57401 Phone: (605) 225-2806 • (605) 225-6650

From O'Keefe Imp!

125 Railroad Ave. S.E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650

Toll Free: (877) 436-4174

Dealers on S & S Communications Long Distance Plans

Lindskovs Automotive Contact: Dennis Lindskov

美装车检查

PO Box 56

Isabel, SD 57633-0056 Phone: 605-466-2112

Date Signed:January 14, 2001

Beadle Ford, Chrysler & Jeep Contact: Jerry or Bob Beadle 5023 Fourth Ave. - PO Box 130 Bowdle, SD 57428-0130 Phone: 605-692-6106 Date Signed: October 4, 2000

Beck Motor Company Contact: Trace Beck 500 S. Grant P.O Box 729 Plerre, SD 57501-0729 Phone: 605-224-5912 Date Signed: April 23, 2002

Corsica Implement
Contact: Mikelor Dan Noteboom
525 S. Hwy 281
Colsica, SD 57328-2212
Phone: 605-946-5444
Date Signed: May 612002

Frontier Motors
Contact: Darrel Kaiser
W. Hwy 18 - PO Box 350
Winner, SD 57580-0350
Phone: 605-842-1880Date Signed: March 13, 2002

Gesswein Motors
Conact: Jim Gesswein
802 S. Dakota Ave. - PO Box 71
Millbank, SD 57252
Phone: 605-432-5501
Date Signed: May 22, 2002

Harry K Chevrolet Contact: Doug Knust PO Box 288 Chamberlain, SD 57325-0288 Phone: 505-734-6064 Date Signed: March 14, 2002 Harry K Ford Store Contact: Kevin Oral W. Hwy 18 - PO Box 391 Winner, SD 57580-0391 Phone: 605-842-2505 Date Signed: March 21, 2002

Interlakes Sports Center Contact: Steve Koch 702 SW 10th Street Madison, SD 57042-3220 Phone: 605,256-3556 Date Signed: May 29, 2002

Iverson Chrysler Center Contact: John Iverson 600 S. Burr Street Mitchell, SD 57301-4000 Phone: 605-996-5683 Date Signed: July 1, 2002

Krantz Buick Olds nisan Contact: Dan Krantz 1800 9th Ave. - PO Box 667. Watertown, SD 57201-0667 Phone: 05-886-6933 Date Signed: May 24, 2002

Moody Motor Company Contact: Dan Moody PO Box 260 Niobrara, NE 68760 Phone: 402-857-3711 Date Signed: May 30, 2002

Contact: Steve or Karen Marcus 2025 US Hwy 14 W Huron, SD 57350 G Marth's Phone: 605-352-7100 Date Signed: May 14, 2002

Prostrollo Motor Company Contact: Pat Prostrollo 1001 S. Washington - PO Box 288 Madison, SD 57042-0288 Phone: 605-256-9111 Date Signed: May 28, 2002 Pioneer Ford Contact: Tom Mahan 111 Main - PO Box 377 Groton, SD 57445-0377 Phone: 605-397-2311

Date Signed. November 6, 2001

Pioneer Garage Contact: Jan Busse 525 Commercial Ave. Highmore, SD 57345 Phone: 605-852-2217 Date Signed: April 9, 2002

Rioneer of Pierre Contact: Jan Busse BOTN Gatriell Ave Pierre, SD 57501-2870 Rhone: 605-224-9247 Date Signed April 9, 2002

Hand County Implement Contact Jan Busse 1410 N Broadway Ave Miller, SD 67362 Phone: 605-953-3033 Date Signed: April 9, 2002

Salem Auto Center Contact: Terry Krantz Hwy 81 South - PO Box 459 Salem, SD 57058-0459 Phone: 605-425-2642 Date Signed: May 24, 2002

Southtown Automotive Inc.
Contact: Terry Krantz
47025 SD Hwy 44 - PO Box 250
Worthington, SD 57077-0250
Phone: 605-372-4000
Date Signed: May 24, 2002

Tyndall Motors Inc.
Contact: Tom Logue
1504 Main St. - PO Box R
Tyndall, SD 57066-0623
Phone: 605-589-3441
Date Signed: April 26, 2002

125 Railroad Ave. S.E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650

Toll Free: (877) 436-4174

Unzen Motors Inc.
Contact: Matt Unzen
506 S. Dakota St. - PO Box 431
- Milbank, SD 57252-0431
Phone: 605-432-5471
Date Signed: May 15, 2002

Weber Implement Contact: Ron Weber RR 1 Box 2 - E Hwy 16 Chamberlain, SD 57325 Phone: 605-734-5538 Date Signed: March 27, 2002

Wegner Auto Co. Inc.
Contact: Jim or Jenny Wegner...
330 E Sioux Ave...PO Box 339
Pierre, SD 57501-0339
Phone: 605-224-9900
Date Signed: April 24, 2002

Miracle Motors
Contact: Jim or Jenny Wegner
330 E Sioux Ave. - PO Box 339
Pierre, SD 57501-0339
Phone: 605-224-9900
Date Signed April-24, 2002

Willrodt Motor Co.
Contact: Paul Wilrodt
115 S. Courtland - PO Box 579
Chamberlain, SD 57325-0579
Phone: 605-734-5584
Dale Signed: March 12, 2002

Cen-Dak Leasing Contact: Dennis Paulsrud 800 23rd Street SW Jamestown, ND 58401 Phone: 701-252-0057 Date Signed: December 13, 2001

Miller Motors Contect: Steve Ross 2505 West Main Valley City, ND 58072 Phone: 701-845-2780 Date Signed: December 4, 2001 RM Stoudt Inc Contact: Casey Stoudt 800 23rd Street SW Jamestown, ND 58401 Phone: 701-252-2270 Date Signed: December 13, 2001

Stoudt-Ross Ford Contact: Steve Ross 1345 W Main Street Valley City, ND 58072 Phone: 701-845-1671 Date Signed: December 4, 2001

Chase Auto Connection Contact: Gary Chase 2003 E. Well's Pierre, SD 57501-4086 Phone: 605-945-2277 Date Signed: May 17, 2002

Black Hills Auto Connection Contact: Gary Chase 2003 E. Wells Pierre, SD 57501-4086 Phone: 605-945-2277 Date Signed: May 17, 2002

M& J. Auto Contect: Gary Chase 2003 E. Wells Pierre, SD 57501-4086 Pione::605-945-2277 Date Signed: May 17, 2002

Kindler Pontiac - Cadillac-Isuzu Contact: Loren Eggebraaten 324 W. 9th St - PO Box 1524 Sioux Falls, SD 57101-1524 Phone: 605-336-2580 Date Signed: June 12, 2002

Shawn Chase Ford Contact: Shawn Chase 714 S. Main Street Redfield, SD 57469 Pone: 605-472-1633 Date Signed: May 21, 2002 Slobbs Sales Inc Contact: Keith Stobbs 304 E. Third St. - PO Box 128 Miller, SD 57362-0128 Phone: 605-853-3612 Date Signed: May 3, 2002

Kneip's of Watertown Contact: Troy Lage 215 9th Ave SE Watertown, SD 57201 Phone: 605-882-8378 Date Signed: March 11, 2002 125 Railroad Ave. S.E. Aberdeen, SD 57401 Phone: 605-225-2806 Fax: 605-225-6650

Toll Free: (877) 436-4174

Audubon State Bank/Audubon IA. Gene Karstens / 712 563 2644

Bank Iowa/Shenandoah IA. Bob Vavra / 712 246 1311

Bank Iowa/Oskaloosa IA. Daryl Petty / 641 673 7400

BankStar Financial/Elkton SD. Chuck Hegerfeld / 605 542 2681

Burt County State Bank/Tekamah NE. Larry Nelson / 402 374 2020

Carroll County State Bank/Carroll IA. Tom Gronstal / 712 792 3567

Ceresco Bank/Ceresco NE. Arnold Lowell / 402 665 3431

Citizens State Bank/Postville IA... Craig Symons / 563 864 7615

Citizens State Bank/Glarinda IA. Dale Fulk / 712 542 2121

Citizens State Bank/Rocahontas IA. Myna/King / 712 335 3322

Citizena State Bank/Fort Dodge IA. Karen Wood / 515 955 2265

City State Bank/Ogden IA. Roy Budlong / 515 275 2420

Community Bank/Alton IA. Tom Kiernan / 712 756 4125

Community State Bank/Milbank SD. Doug Fraasch / 605 432 5111

Crawford County Savings Bank/Denison IA. Mark Way / 712 263 5685

Dakota State Bank/Blunt SD. Ramona Irving / 605 962 6231

Danville State Bank/Ins Co/Danville IA. Mike Miltenberger / 319 392 4261

Defiance State Bank/Defiance IA. Frank Powers / 712 748 3561

Farmers &-Merchants Bank/Waukon IA. Nancy Rathbun / 563 S68 3417 First Trust & Savings Bank/Aurelia IA. Scott Monical / 712 434 2291

First Whitney Bank & Trust/Atlantic IA. Frank Greiner / 712 243 3195

George State Bank/George IA.
Annette Maggert / 712 475 3331

Grinnell State Bank/Grinnell IA. Austin Jones / 641 236 3174

Haidin County Savings Bank/Eldora IA. Donna Lawler / 641 939 3407

Horizon Federal/Oskaloosa IA. Kent Frankenfeld / 641 673 8328

Iowa Blink/Bellevuc IA. Eric Newton/ 563 872 5515

Jowa State Bank/Orange Glov IA. Bill Sacge 712 737 48 8

Iowa State-Bank/Sac City/IA. Frank Strain / 712 662 4721

Iowa State Bank/West Bend IA. Howard Gagton / 515 887 7811

Town State Savings Bank/Knoxville IA. Strat Job / 641 828 8000

Kernde Brothers Bank/Lansing IA. Jim Kerndt / 563 538 4231

Landmands National Bank/Audubon IA. Randy Cody / 712 563 4255

NorthStar Bank&Agency/Estherville IA. George Shadle / 712 362 3322

Northwestern State Bank/Orange City IA. Bill Kepp / 712 737 4911

People's State Bank/Elkader IA. Keith Garms / 563 245 2522

Prairie State Bank/Brunsville IA. Steve Harms / 712 533 6441

Randolph State Bank/Randolph IA. Jerry Solberg / 712 625 2201

Security State Bank/Sheldon IA. Jerry Adams 712 324 5141

125 Railroad Ave. S.E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650

Toll Free: (877) 436-4174

Fariners & Merchanis State Bank/Neola IA. Roger Hall / 712 485 2245

Farmers & Merchants Bank/Plankinton SD. Sandra Vlasman / 605 942 7781

Farmers Savings Bank/Colesburg IA. Jolene Niehaus / 563 856 2315

Farmers Savings Bank/Coleshurg IA. Jolene Nichaus / 563 856 2315

First State Bank/Mapleton IA. Myron Rozell / 712 882 1343

Farmers Savings Bank/West Union IA. Jeff Thoms / 563 422 6072

Farmers Savings Bank/Frederika IA. Fred Rewoldt / 319 275 4301

Farmers Savings Bank/Colesburg IA. Jolene Nichaus / 701 288 3828

Farmer's State Bank/Marcus IA. Kenny Ogren #712 376 4154

First Iowa State Bank/Albia IA. Dan Stocker / 641 932 2144

First National Bank/New Hampton IA.
Doug Lau / 641 394 2116

First National Bank/Shenandoah IA Kurt Henstorf / 712 246 5118

First National Bank/Sioux Center IA. Dale VanderWilt / 712 722 2791

First National Bank/Akron IA. Kevin Eckhoff / 712 568 2472

First State Bank/Webster City:IA. Mark Marshall / 515 832 2520

First State Bank/Miller SD. Garry Peterka / 605 853 2473

First State Bank/ Miller&Highmore SD. Garry Peterka / 605 853 2473

Sibley State Bank/Sibley IA. Martys Dykstra / 712 754 2561

State Bank/Everly IA. Karla Saboe / 712 834 2221

The City National Bank/Shenandoah IA. Nancy Rulon / 712 246 2205

The Tilden Bank/Tilden NE. Barry Marsh / 402 368 5361

Titonka Savings Bank / Titonka IA. Aaron Boyken / 515 928 2142

United Bank of Iowa - Arthur IA. Allen Lansink / 712 364 3393

United Bank of Iowa - Carroll IA. Allen Lansink / 712 364:3393

United Bank of Iowa - Charter Oak 1A Allen Lansink / 712 364 3193

United Bank of Iowa - Denison 1934-IA. Allen Lansink / 712 364 3393

United Bank of Iowa - Denison 14N IA.
Allen Lansink / 712 364 3393

United Bank of Iowa - Fort Dodge IA.
Allen Lansink / 712 364 3393

United Bank of Iowa - Ida Grove IA. Allen Lansink / 712 364 3393

United Bank of lowa - Kiron IA. Allen Lansink / 712 364 3393

United Bank of Iowa - Lake City IA. Allen Lansink / 712 364 3393

United Bank of Iows - Odebolt IA. Allen Lansink / 712 364 3393

United Bank of Iowa - RockwellCity IA. Allen Lansink / 712 364 3393

Washington Federal Bank/Washington IA. Stan Carlson / 319 653 7256

Western Bank & Trust/Moville IA. Chris Countryman / 712 873 3666

EXHIBIT

G Pages

S & S Communications

Complete Mobile Telephone and Radio, Sales and Service
Call for listings of sites and members

Co-Owners: Les Sumption 250-0151 Matt Swearingen 250-0376



125 Railroad Ave. E. • Aberdeen, SD 57401 Phone: (605) 225-2806. • (605) 225-6650

Date - I

20 0 3

Name LRYEAL SERIC

City () & 5 m ET

State 50 _ Zip 5 72 3

Invoice No.

Client No.

P.O. No.

Dept. Tax Code:

QUANTITY	DESCRIPTION	UNITPRICE	AMOUNT
1	N A THAT I AND AND THE		とうというない。
	Yunto Internal LDASO	4	The Later Brown
	+ LDF1 GPW KONN, W	Araki'	1 Lisas 5
	Man Kon H full lagend me	y levery	ing the
** 4	a col sera a month of man	Lx Plon	a narme on m
	C. Wathouse		
	Dirasn. Low Preduct		
	Ciare DATALL 5. on fall mac.		
	ENGIROL MAT LAMBERSHESTELL I	Subtotal	11038 00
		7	
	15 days. A finance charge of 1.5% per month (18% ANNUAL RATE) will east due accounts.	Federal Excise Tax	
CON (F)	THANK YOU VERY MUCH! アルこいとに	Sales Tax:	662 28
JA:5-W	1272)	TOTAL	FF200.28

ustomer Name		Company Name	
ome Street Address	PO Box	生と当ちたる See A See	PO Box
ity/State/Zip Code		City/State/Zip Code	
ome Phone Other		<u>() R S MR → S Ø</u> Contact Name W	<i>≶ j ∠ [Ş]</i> (ork: Phone
cial Security Number	Social Security		6-35H-337
	Godan Gecum		Trzigy)
Continental US Residential Plans 5 Year - Unlimited Long Distance Service (• Not for Internet Use	\$3170.00) + Tax	Association 6 Year - 1350 minutes per month (\$	
es:)		Notes:	at 10¢ per minute
		the state of the s	
3 Year- Unlimited Long Distance Service (• Not for Internet use es.	\$2700.00) + Tax	5 Year - 500 minutes per month (\$1 • Over 500 minutes billed Notes	
Commercial		Rates By The Minute	
ア <mark>ミYea</mark> r - Unlimited Long Distance Service(ニロッド・Not for Internet use _{Notes} ちょうよう(シェント)	\$5519.00) + Tax	9¢ minute ● Require 1 1/2 year commitmen 10¢ minute	
Calling Cards Rate 60 MM m For	se sn	No commitment required No Monthly Fees - In or Out of Sta	te • 24hrs - 7 days Week
cess Codes		*No Minimum •No Limit •No Minimum •No Limit •No Minimum •No Limit	lo Access Code
coess Codes		Number assigned: <u> </u>	78-3 <u>34</u> C
cess Codes		Attached to: (phone number) <u>/ 6</u>	
\$1:00 per directory assistance	call	International calls bill Service and Equipment Approval	ed separate / 0, % a
SIGNATURE SUBSCRIBER CONFIRMS THE TRUTH AND COMPL FORMATION AND AUTHORIZES COMPANY TO OBTAIN FROM AN OUT SUBSCRIBER'S CREDIT HISTORY OR ITS AGENT, UNAUTH GNATURES WILL BE PERSONALLY LIABLE FOR AMOUNTS NOT F	YONE INFORMATION ORIZED BUSINESS - *	AS OF THE DATE OF THIS CONTRACT FOR SERVICE, CU SERVICE FROM S.A.S COMMUNICATIONS UNDER THE P SIGNATURE CONFIRMS THAT THE SUBSCRIBER AGREE.	AN LISTED ON THIS SERVICE AGE STO THE PLANS, TERMS AND CON
rinted Name	AID WHEN DUE	NOTED AND CONFIRMS IT HAS READ ALL TERMS AND C	ONDITIONS OF THIS AGREEMENT. Date:
ignature D	ate	Sales Person	Date:
ocal Phone Co.		Executive Sales Representative	Date A 14 CS
st. Minutes:		Notes: A \$25.00 fee will be ch customer that switches	
eferral Paid To:		carrier then request the switched back to S&S Co	at the lines

|--|--|

() () 839 ごらしい () 800 numbers () ()	riuri d	Legend Dec		<u> </u>	, <u>e</u> ,	A THE RESIDENCE OF THE PROPERTY OF THE PROPERT
Please list all the telephone numbers that you are authorizing \$ & \$ Communications to switch. Regular Telephone numbers (Street:					·
Regular Telephone numbers (605) 854 3346 (605) 854 3135 Fox (605) 854 3135 Fox (605) 854 3347 (605) 854 9948 (605) 854 9090 800 numbers (800) 854 3346 Ring to Number for this 800 number (605) 854 3346 8100 numbers (605) 854 3346 Ring to Number for this 800 number (605) 854 3346 Ring to Number for this 800 number (605) 854 3346 Ring to Number for this 800 number (605) 854 3346 Ring to Number for this 800 number (605) 854 3346 Ring to Number for this 800 number (1005) 854 3560 1000 numbers 1000 num	City:	DREWRT	_State: _	<u>5D</u>	_Zip:	57231
(605) 854 - 3344 (605) 854 - 3135 Fox (605) 854 - 3347 (605) 854 - 9948 (605) 854 - 9090 (605) 854 - 9090 (605) 854 - 9090 (605) 854 - 9090 (800 numbers (800) 800 numbers (805) 854 - 3346 Ring to Number for this 800 number (605) 854 - 3346 800 numbers (105) 854 - 3346 800 numbers	Please li	ist all the telephone number	rs that yo	u are a	uthorizin	g S & S Communications to switch.
(605) 854 3135 Fax (605) 854 3347 (605) 854 9948 (1) (605) 854 9090 (605) 854 9090 (605) 854 9090 (800 numbers (800 Number for this 800 number (605) 854 3346 Ring to Number for this 800 number (605) 854 3346 (1) (1) (1) (1) (205) 839 0560 Fax (1) (205) 839 0560 Fax (205) 839 0560 Fax (320) 839 0560 Fax					Regula	r Telephone numbers (Cont)
(605) 854 3347 (605) 854 9948 (605) 854 9090 (605) 854 9090 (605) 854 9090 (800 numbers (800) 678 3346 Ring to Number for this 800 number (605) 854 3346 800 numbers (1005) 854 3346 800 numbers (1005) 854 3346 Ring to Number for this 800 number (605) 854 3346 Ring to Number for this 800 number (1005) 854 800 number (1005) 854 800 number (1005) 854 800 number (1005) 854 800 number					1	
(605) 854 - 9109 (605) 854 - 9090 (605) 854 - 9090 (605) 854 - 9090 (800 numbers (800) 678 - 3346 Ring to Number for this 800 number (605) 854 - 3346 800 numbers (100) - 800 numbers (100) 839 - 0560 (100) 839 - 0560 (100) 839 - 0560 (100) 839 - 0560 (100) 839 - 0560 (100) 839 - 0560 (100) 839 - 0560 (100) 839 - 0560 (100) 839 - 0560 (100) 839 - 0560	1605) 854 3135·	FUR		()
(605) 854 9090 (605) 854 9090 (800 numbers (900) 678 3346 Ring to Number for this 800 number (605) 854 3346 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560	(605) 854 3347			()
(605) 854 9090	1605	1854 - 9948			()
800 numbers (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560	605) 854 - 9109			()
(320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560 (320) 839 0560	1605	, 854 - 9090				
(32e) 839 0560 ((605) 854 3346 (320) 839 0561 Fox 800 numbers (1) MRR MRW 800 HT Ring to Number for this 800 number (605) 854 800 numbers のですがいた かい (605) 854 800 numbers のですがいた かい (1) MRR NRW 800 HT Ring to Number for this 800 number (320) 839 0566 (1) 800 numbers (320) 839 0566 (1) 800 numbers (1) 800 num	1609	1859 - 9133				5) 678 3346
1	1320) 839 0560			(605	
() パネカ Nを必 800 <u>H</u> Ring to Number for this 800 number () (605) 854 (605) 8	(320	1839-0561	Fox		000	
() ((of) 854 ((of) 854 ((of) 854 ((of) 800 numbers ((of) 10 vin を かっか ((of) 10 vin	()			800 nu (Mers New 800 H
() Nard New 800 計 Ring to Number for this 800 number () (うての) 839 ごらしい () 800 numbers ()	()			(605	
() Nard New 800 計 Ring to Number for this 800 number () (うての) 839 ごらしい () 800 numbers ()	()				
() () 839 ごらしい () 800 numbers () ()	()	-		800 nu (1118010
()	()			(320	Ring to Number for this 800 number
())				
Ring to Number for this 800 number ()	()			800 nu (imbers
)	-		(Ring to Number for this 800 number
					<u></u>	

I authorize S & S Communications to switch telephone line(s) listed above. I will not hold S & S Communications responsible for any line not listed on this form that does not get switched.

Signed Signed

Date

¥	Glen 1)avi-	>		9
Street:	POBOX Z41				
City:	DRSMRT	_State: _	50	_Zip:	57231
Please.I	ist all the telephone numbe	rs that yo	ou are au	uthorizing	S & S Communications to switch.
	Telephone numbers) 용5억 33 4억			Regular (Telephone numbers (Cont)
(1 854 3350			()
()			()
()			()
)			()
()			800 nur	nbers
)			.()
()			_(Ring to Number for this 800 number
	·) ·			000	m h a va
()			800 nur ()
()		•	(Ring to Number for this 800 number)
()		_		
(·)	•	_	800 nur ()
()		_	<u>(</u>	Ring to Number for this 800 number)
()		_		
()		_	800 nui (mbers)
()		_	(Ring to Number for this 800 number)

I authorize S & S Communications to switch telephone line(s) listed above. I will not hold S & S Communications

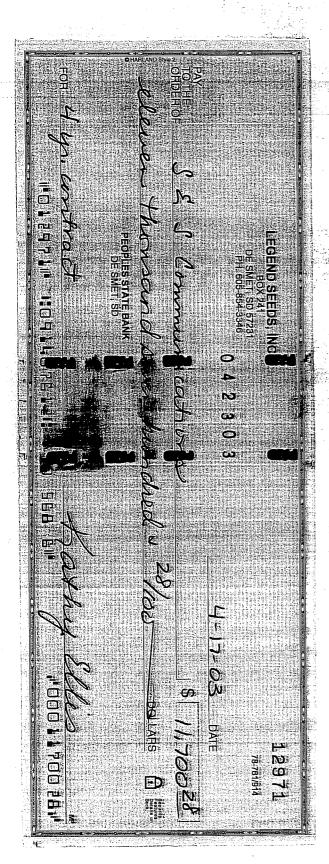
responsible for any line not listed on this form that does not get switched.

			And the factor	Wash Milk to	Tour East	a a figure of	Control of the Market	- D (
6.		Sithy	EII	is	·····		+ S4. SW	
Street	::		274				+ J4. SW	
City:	7	e Smet		_State:	_SO_	_Zip:	57231	
Pleas	e list all	the telephone	e numbe	rs that yo	ou are au	uthorizir	ng S & S Communic	cations to switch.
Regui	lar Telep 5) 8:	shone numbe 54 91	rs 57			Regul (ar Telephone numb	ers (Cont)
()					()	
()					()	
()					()	
()					()	
()				-			
()	-4-			_	800 n	umbers)	
()				_	(Ring to Number)	for this 800 numbe
()							
()					800 n	umbers)	
()				•	(Ring to Number)	for this 800 numbe
()				-			
()			1	-	800 n	lumbers	
(١				-	(Ring to Number	for this 800 numbe
1	\				-			
					-	800 n	numbers	
		4			_	<u>(</u>	Ring to Number	for this 800 numbe
()				_)	

Airi www.tabing comm Dave - Argel Sovenson 20710 Mary Rd Desmet State: SD Zip: 57331 Street: City: Please list all the telephone numbers that you are authorizing S & S Communications to switch. Regular Telephone numbers (Cont) Regular Telephone numbers (1.05) 854 -- 3683 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number 800 numbers Ring to Number for this 800 number I authorize S & S Communications to switch telephone line(s) listed above. I will not hold S & S Communications

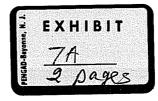
responsible for any line not listed on this form that does not get switched.

Signed Date





	& S Com 125 Railto Aberdeen,	ad Ave	SE	
DO NOT SIG	NAME ALINST	STAMPZBEJ TUTTONJUSZ	OW THIS I	INE
The state of the s	GR	ativie Eark		250 190 190 190 190 190 190 190 190 190 19
	Section of the sectio	oen, Si 1408)	
	APP 19			
		i co Ul-		
		D 4 日底 C 4 日底		
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	RESERVE AN			EG. CC
Security Feat	ne following same not listed extension of the control of the contr		rea (inclor ry at and life car ince illa at ille and dann te of one lack	hers s: tered: "Original oftcheck
Microprint/Sig	nature Line. (1)(otted lihe rear with

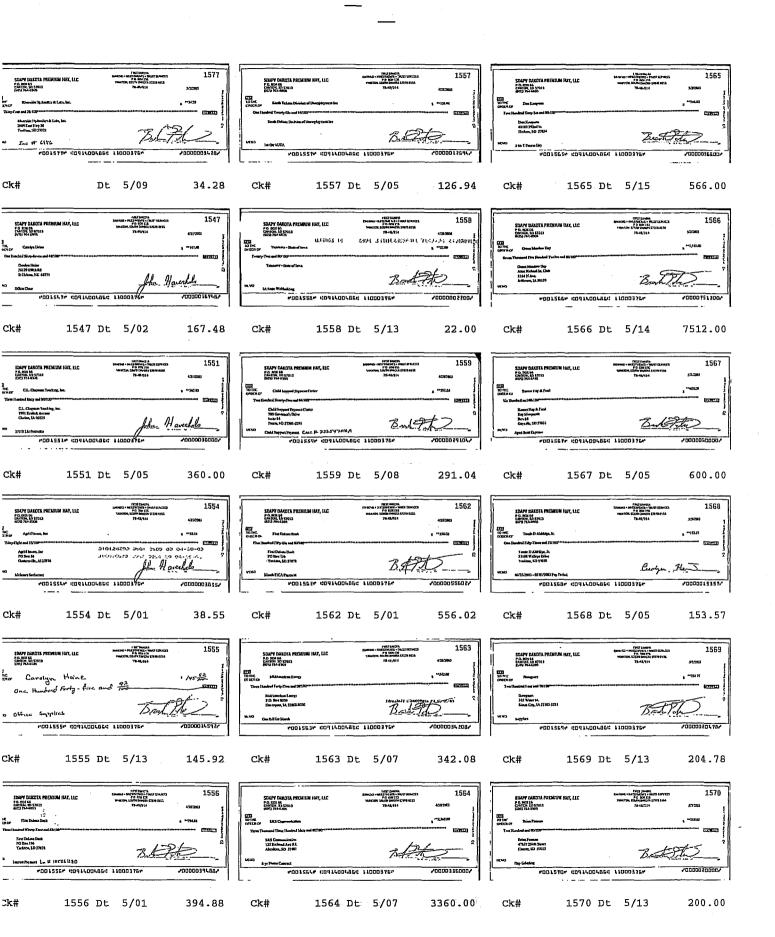


MAY -5 93

Great Western Earth Waterform, SD 67201 P 0-914087344

Security Fantograph. "Original Biographial Screen was what open it Signature with a security suggestion of this document with the security suggestion of the

....







S & S Communications

Complete Mobile Telephone and
Radio, Sales and Service
Call for listings of sites and members.

Paul Willer

Sales Manager/ Iowa (605) 250-1201

125 Railroad Ave. S.E. * Aberdeen, SD 57401 Phone: (605) 225-2806 * (605) 225-6650

SES COMMUNIC	::ions Lon	g Distance	эегуісе адгеетепт
125 Railroad	Ave. S.F. A	perdeen SD 57401	New Contract Change
Customer Name		Company Name	
		- Markala 2	
Home Street Address	РО Вох	Business Street Ac	Idress PO Box
			Fig.
City/State/Zip Code		City/State/Zip Code)
	Z		
Home Phone	Other	Contact Name	Work Phone
Social Security Number	Social Security	Number	Federal ID#
			33-1012309
Continental US Residential Pl	lans	Association	
Year - Unlimited Long Distance SNot for Internet use	Service (\$3170.00)		es per month (\$3675.03) O minutes billed at 10¢ per minute
Notes: Q	± € € € € € € € € € € € € € € € € € € €	Notes:	
3 Year - Unlimited Long Distance \$ • Not for Internet use	Service (\$2700.00)		s per month (\$1837.65) minutes billed at 10¢ per minute
Notes:		Notes:	
		Pa	
Commercial 3 Year - Unlimited Long Distance	Service (\$5519.00)	Rates By The Min	ute
Not for Internet use	,	• Require 1 1/2 ye	ear commitment
Notes		No commitment	required
Calling Cards Rate:	Dup		n or Out of State • 24hrs - 7days Week
Access Codes:			m • No Limit • No Access Code
Access Codes:		X 800 Number F	alle Transfer
Access Codes:		Number assigned:	
Access Codes:		Attached to: (phone n	umber)
Leased	Financed	Cash	Charge
Credit Check Approval		Service and Equipmen	
BY SIGNATURE SUBSCRIBER CONFIRMS THE TRUTH INFORMATION AND AUTHORIZES COMPANY TO OBTA ABOUT SUBSCRIBER'S CREDIT HISTORY OR ITS AGE SIGNATURES WILL BE PERSONALLY LIABLE FOR AMO	AIN FROM ANYONE INFORMATION ENT. UNAUTHORIZED BUSINESS	SERVICE FROM S & S COMMUNICA SIGNATURE CONFIRMS THAT THE	CT FOR SERVICE, CUSTOMER SHALL RECEIVE ITS TELEPHON TIONS UNDER THE PLAN LISTED ON THIS SERVICE AGREEME SUBSCRIBER AGREES TO THE PLANS, TERMS AND CONDITIO AD ALL TERMS AND CONDITIONS OF THIS AGREEMENT.
Printed Name	D ate	Customer Signature	Date
Signature	Pale	Sales Person	Date
Local Phone Co.		Executive Sales Representa	tive Date
		Notes:	
Est. Minutes:	. # F . (IC.)	, 	
as a suppression of the suppress	01910	# / for distrib	of assistance cult
	prova DI	# / par directo	ny assistance colle terrational calls

S & S Commu	nications Lon	g Distance S	Service	e Agreement $^{\prime}$
	EXHIBIT		XNew	Contract Change
Customer Name	8 11 Pages	Company Name Moodile Imp	18 20 0	
Home Street Address	Box	Business Street Add	dress	PO Box
City/State/Zip Code		City/State/Zip Code		
Home Phone	Other	Contact Name	W	ork Phone ペダー z ミター) しょ j
Social Security Number	Social Security	y Number),w	Federal ID#	s 4 7 1 7 8 9
5 Year - Unlimited Long Dis Notes: Notes:	tance Service (\$3170.00)	Association 6 Year - 1350 minutes Over 1350		3675.03) at 10¢ per minute
S Year - Unlimited Long Dis Notes: ५ ५ ५ ० • Not for Internet u		5 Year - 500 minutes • Over 500 n		837.65) at 10¢ per minute
Commercial		Rates By The Minu	te	
2 X 9 Year - Unlimited Long Dis 식식(• Not for Internet u		9¢ minute • Require 1 1/2 yea 10¢ minute	ar commitment	
	Ac was Free acatus	No commitment recommendation in the second seco	equired	
Calling Cards Rate: Some Cards Cards	oomin topsee each	No Minimum	• No Limit • N	
2. 化原子子 (1.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	B) oo Percan	800 Number Rat	re: Incin	afor 800-853-333
11 TO AND		Number assigned: 05	30 - 746 -	- 8110
Access Codes.	RTECOL SION PRIMO	1 A 44 4 / -	mber) <u> 60</u> 605 - 855	9-224-1651 3-2636
Le	ased Financed	י ווסי	Charge	0.04 - 0.21
Credit Check Approval BY SIGNATURE SUBSCRIBER CONFIRMS TH INFORMATION AND AUTHORIZES COMPANY ABOUT SUBSCRIBER'S CREDIT HISTORY OR SIGNATURES WILL BE PERSONALLY LIABLE	TO OBTAIN FROM ANYONE INFORMATION ITS AGENT. UNAUTHORIZED BUSINESS	SERVICE FROM S & S COMMUNICATION	r FOR SERVICE, CU ONS UNDER THE PL IBSCRIBER AGREES	406-265-5518 STOMER SHALL RECEIVE ITS TELEPHONE AN LISTED ON THIS SERVICE AGREEMENT TO THE PLANS, TERMS AND CONDITIONS ONDITIONS OF THIS AGREEMENT.
Printed Name		Customer Signature	de -	Date
Signature	Date	Sales Person		Date
Local Phone Co. MCleのも		Executive Sales Representativ	/8 0 \ \ 5	Date リノーム=opz
Est. Minutes:		·		L D + 800 FOT
Referral Paid To:	nate a sur	Modice III	With Ha	T PiRME Puilli
45 Day Grace for cl	hange over to	of heb's t	Homa L	O Nigid Niew 80011

S & S Communications

Complete Mobile Telephone and Radio, Sales and Service

Call for listings of sites and members.

Co-Owners: Les Sumption 250-0151 Matt Swearingen 250-0376

100			10 1 1 miles			150 m f =		and here
4.5	100	ng ist.			7 7 5			
10.75	7.7	1.0		135 F				
441.00	A	1. 1 × 3.1						
100	140 30		- //	227		1.00	1,124	
				38/				
1.1		11 1 12	//	8/			3,	
E 2 1 1 1 1 1								
100	_		out AN	W. 1578				
	100000		AL SHA			-	-	
100	THE PERSON NAMED IN	-		-	1000	41413 444	100-1	١
			200	10			200	
100	_23.1	-	4.0		8 98		-	10.0
BEE N	14.0		5.00		4 65			100
	44	3 E	200	A company	7 7	State of the	7.3	1.5%
		1. 44.5		7 1-1				
			-				~	1.00
100			1:3				91.467.55	1.15
100	2.72		~		100	27.00	1	
15	Law Sandaria	Alarm'S.	HIT!	1.1.40			11 1 15 20	14.13
1.0	118	200	187		200	1 1 1 1		21 - 30 %
	7.4.5	4.1	154		- 5 0	1.0	17.0	2000
			5/	Walter Co		1 2		J
	190411-0	44.4	re .			- 1, 1111		
		Œ	RE	REA	REAL	REALTS	REALTE!	REALTEL

19119

125 Railroad Ave. E. • Aberdeen, SD 57401 Phone: (605) 225-2806 • (605) 225-6650

Date IL-G

Implement

₂₀ ර 2

Zip 57501-594

Federal Excise Tax

Sales Tax

TOTAL

Invoice No. ____ 201/9

Client No.

P.O. No.

Dept. Tax Code

/Salesman Luny

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT		
2	441 untimited Commercia, Pl	ans = 5519	9 11,038 09		
	444 Unlinned Mes Plan	and the second of the second o	and an included the state of t		
e de la companya de l		Karaman Perangkan pila			
Was seem and the seems of the s	Plan Includes UP+ 800 For	M009:8 I	mp, Pierre		
i ding Magyara ang ka Magyaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggar Magyaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaranggaran	Printellage LD+ 800 For Printe, Harre, Lewistown + Do	we Prob	+ 3、、、、15 Haw		
erinte agus est est est E para est est est est est Estat est est est est est est est est A sea al composit est est est est est est est est est es	LO NEEL NEW YOUT FOR DIM	AND THE RESERVE AND ASSESSMENT OF THE PARTY	I the same of the		
	172 - Gom & Flar Essinger 1125 GEP	lees senw	0.602264 1100		
	DIAST PROPERTY.				
	There is a least to the second of the second	Subtotal	13738 60 1		
	Care OFFER BSBO FROM .				

Turnissia

ጲ

S & S Communications

125 Railroad Avenue, SE Aberdeen, SD 57401 Phone 605 225 2806 Fax 605 225 6650



Attermodical

Notice to Customers

Dear S & S Communications Prepaid Long Distance Customer,

S & S Communications and Aberdeen Finance Corporation would like to thank all of our customers throughout the years for their patronage. Our companies have grown and prospered because of our relationships together.

Throughout 2000 S & S Communications has accomplished many steps to become a mature utility. One of these steps was to file our first tariff with the South Dakota Public Utilities Commission and to register our unlimited prepaid program. Because we are the only Telecommunications Company that offers this type of service, the South Dakota Public Utilities Commission has ordered guidelines to S & S Communications for its prepaid customers.

By direction of the South Dakota Public Utilities Commission, S & S Communications has set aside a percentage of its company assets and secured additional bonding to underwrite and guarantee the prepaid programs that S & S Communications customers now enjoy. This security has been put in place only in the event that S & S Communications could not provide the service. It does not alter or effect the agreements of the customer to pay for the services that S & S Communications has provided.

In the unlikely event that S & S Communications is unable to provide the long distance service to its customers, S & S Communications and Aberdeen Finance Corporation wish to inform you that any remaining monies owed under your Aberdeen Finance Corporation contract would be the responsibility of S & S Communications. Aberdeen Finance Corporation will look to the collateral provided them by S & S Communications to repay and resolve the balance.

Prepaid customers who did not finance their contract would be refunded by a state registered bonding company for the prorated amount of the service that the customer did not receive.

This letter does not alter any terms under your existing contract with S & S Communications or Aberdeen Finance Corporation, but merely clarifies S & S Communications obligations in unlikely event S & S Communications stops providing long distance services.

Both S & S Communications and Aberdeen Finance Corporation hope that this added security feature to our program will insure a strong healthy customer relationship for many years to come.

Sincerely,

Les Sumption, President

S & S Communications

Tim Rich, Vice President

Aberdeen Finance Corporation

4

ICE NUMBER DATE DESCRIPTION INVOICE AMOUNT DISCOUNT NET AMOUNT

14,562,28

20179 06NOV02

MOODIE IMPLEMENT, INC.

<u>78-823</u> 914

016293

14,562.28

14,562.28

3701 E. Highway 14 300 Wray Ave., PO Box 9 Pierre, South Dakota 57501 Philip, South Dakota 57567 (605) 224-1631 • 1-800-742-8110 (605) 859-2636 • 1-800-416-7839

S & S COMMUNICA

y Exactly

Check Number 16293
****FOURTEEN THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND 28

Total \$

the Order Of

S & S COMMUNICATION 125 RAILROAD AVE. E. ABERDEEN SD 57401 @6NOV@2

***14**,**562.28

Said I Madie

nerican State Bank, Pierre, SD 57501

"O16293" (CO1408239) O16 707"

	4
Form # 2	$oldsymbol{G}_{i}$
Name Bob Moodie	
Street 29204 Bune Al	
	D 210 57501
City Vigire State 5	V 210 3 / 301
*Note Some customers have more than one p	phone number Please list all the numbers
per your contract with S & S Communications w	with the main billing number above it
Please include a copy of your phone bill for each	h lo ensure correct information to switch
Main Billing Number Aring	. 🖜 Main Billing Number
(605) 224 - 0755	Merd 5 Wew Ase it
Underlying Phone numbers	Underlying Phone numbers
(605) 945 - 1998	() -
()	()
	()
	-
-	()
	() -
	() -
() -	()
() -	() -
() -	() -
() -	() -
_	() -
′) _	()
′ \	()
	() -
· · · · · · · · · · · · · · · · · · ·	() -
)	(.) -
) -	() -
) -	() -
) -	() -
)	()
) -	() -
	· /
	1 /

-

Form # 2		
Name Moetie I	in Piemeni	
Street: 370145	H WY) 4	
Cily Pierre	State SD	Zip 57501-1547

Note. Some customers have more than one phone number. Please list all the numbers per your contract with S.8.S. Communications with the main billing number above it Please include a copy of your phone bill for each to ensure correct information to switch Bings +0 Main Billing Number Main Billing Number -(800) 742 - 8110 (605) 224 - 1631 Underlying Phone numbers Underlying Phone numbers (605) 224 - 0983 224 1094 224 1631 1632 224 5741 224 6456 224 605) 224 5508

Form # 2	
Name Moddie Implemen	
Street 300 Wray Ave	
City Pring State	50 Zip
Note Some customers have more than on	e phone number. Please list all the numbers
per your contract with \$ 8 \$ Communications	•
Please include a copy of your phone bill for e	
Main Billing Number Sing	
(605) 859 - 2636	
Underlying Phone numbers	Underlying Phone numbers
(609) 859 - 2636	() -
() 859 - O102	() -
() 859 - 2293	() -
() 859 - 2506	() -
() 859 - 3536	() -
() -	() -
()	() -
() -	() -
() -	() -
() -	() -
() -	() -
() -	() -
() -	() -
()	() -
() -	(.)
() -	() -
	() - ·
() -	() -
() -	(*)
() -	
()	(_) -
-	<u>()</u>
() -	() <u>-</u>

)

Form # 2 Name Mocdie Inplement Company Street 2626 45 HWY 2 East State AT ZID 59501

City Hause

Need Local & LO Bin

Note Some customers have more than one phone number. Please list all the numbers per your contract with S & S Communications with the main billing number above it Please include a copy of your phone bill for each to ensure correct information to switch Main Billing Number Sings Ta Main Billing Number (406) 265-5518 (800) 621 - 5701 Underlying Phone numbers Underlying Phone numbers 1265-1066 3426 5518 265 -265 5519 265 9534 9758 265

Name Moodie Implement Company

Street Hwy 87 West Po Box 819

City Lewistewa State MT Zip 59457

Weed Loca

*Note Some customers have more than one phone number. Please list all the numbers per your contract with \$ 8 \$ Communications with the main billing number above it Please include a copy of your phone bill for each to ensure correct information to switch Main Billing Number Nings To Main Billing Number (406) 538 - 5433 -(8°°) 8 23 - 3 373 Underlying Phone numbers Underlying Phone numbers (406) 538 - 2604 (406) 538 -5433 (406) 538 -5434 406) 538 -5435 406) 538 -7941 406) 538 -4203 538 406) 7028

Local & LD 13:115 Form # 2 4 LOA'S Name 1:m moodie Signed Street: City Lewis Town State MT. Zip 59457 Note Some customers have more than one phone number. Please list all the numbers per your contract with \$ 8 \$ Communications with the main billing number above it Please include a copy of your phone bill for each to ensure correct information to switch Main Billing Number Main Billing Number (406) 605 538 - 7028 Underlying Phone numbers Underlying Phone numbers

13/1/11 //

North Andrews	
Name David Moodie	
Street 1025 Fair Way	
City Pierre State St). Zip 3/301-
*Note Some customers have more than one p	shone number. Please list all the numbers
per your contract with \$ 8 \$ Communications with	ith the main billing number above it
Please include a copy of your phone bill for each	
Main Billing Number PringT	
(605) 224- 5037	Meed S Wem
Underlying Phone numbers	Underlying Phone numbers
•	/ /
(105) 224 0904	/ /
() -	() -
-	() -
	() -
()	() -
	() -
() -	() -
() -	() -
() -	() -
() -	() -
() -	() -
() -	() -
() -	
() -	() -
()	<i>()</i>
(·)	
	() -
-	() -
	() -
	() -
	· · <u>(,)</u> -
)	() -
) -	() -
)	()
-	
	()



& 5 Communications Progress Report

122 Amunications was formed in 1987 as a two way radio company which provided UHF repeater and local telephone radio service to the Aberdeen area.

PtBspng of 1989, S & S Communications was a successful bidder of a government contract, for mobile radio equipment for the BIA roads division.

1.2200 nications expanded its territory by adding additional mobile telephone sites in Mound City, SD and Miller, SD.

1 See Stamer base quadrupled and revenues tripled. In 1991 S & S Communications acquired and moved to its current location. We want the County contract bid to design and install the new county-wide communications system for the Brown County Sheriff's Office. S & S also took over maintenance of the patrol cars and personal hand held communications equipment. S & S also installed a secure scrambling system for the new network, and a multiple-wide area tower link for the northern Brown County area.

1.2 and two more tower sites, one at Vayland, SD and one at Loyalton, SD. We also were awarded the government bid of the new E.D.S. (Emergency Disaster Service) System, this system provides paging, repeater radio service and telephone service to all the 11 Fire Departments and all of the Ambulance services in Brown County.

1923 granted authority from the FCC to provide wide area digital SMR wireless telephone service to northeastern

Legan aising capital for an 8 tower SMR cellular system. By September of 1994 we had raised enough to purchase a central switch hub. S & S began its construction late in 1994 with the installation of the "mega switch". First of its class to be put on-line in South Dakota. A joint venture between GE, Hark Systems, and S & S Communications, this switch system network will be the backbone of all service that S & S will produce, bring wireless telephone, data fax, voice mail, paging service, and long distance services to the northeast part of South Dakota areas that S & S services.

1995 the first company to successfully negotiate a special (type 2) contract with US West Communications, this contract provided a hubbing arrangement between the S & S network and the US West network to provide a high speed low cost transport for intrastate calls in South Dakota.

Ltc. 9.6. & S negotiated another contract with Sprint Communications to provide interstate long distance services for the network. Also in 1995, S & S and in particular, Les Sumption was asked to serve on our local Jail Task Force Committee to evaluate the security and the communications system now in use in the old building and recommend upgrades when remodeling begins to the fail.

S & S constructed a 280 ft. tower in Hoven, SD for cellular services. Expanding the operation to the Bowdle, Hoven, Selby, and Akaska areas.

1 92: Soliates a new interstate long distance contract with the nation's second-largest carrier. This contract will provide low cost injectate long distance service to all of our network enabling S & S Communications to be a contender in providing long distance telecommunications to South Dakota.

2 againstigns a contract with the nation's second-largest carrier for a long distance telecommunications rebilling service allowing 5.8.5 to provide long distance telecommunications and 800 number service to South Dakota.

20,000 h quarter of 2000, S & S Communications will incorporate and a new company will be born called Real Tel. Also in 2000 a new 1+ dialing switch will be installed at the Aberdeen facility.

Currently S & S Communications has applied for a nation wide carrier access code which will enable S & S to market nation wide its long distance services.

AT LAST ANOTHER NATION WIDE TELECOMMUNICATIONS CONTENDER IS BORN.

S & S Communications

Complete Mobile Telephone and Radio, Sales and Service Call for listings of sites and members,

Co-Owners: Les Sumption 250-0151 Matt Swearingen 250-0376

125 Railroad Ave. E. . Aberdeen, SD 57401 Phone: (605) 225-2806 • (605) 225-6650

20 <u>6 </u> Date

(m (0 Name Box 942

Address Zip 57369 RECEIVED

JUN 16 2003

\$OUTH DAKOTA PUBLIC JTILITIES COMMISSION

Invoice No.

Client No.

P.O. No. Dage S

EXHIBIT

Tax Code Dept.

Salesman

DESCRIPTION	UNIT PRICE	AMOUN	T
Huluntimired Commercias	Suom	SPEAR	
too win coming conds wo T	-	1. 1. C. C.	A ech
I areford forestants.	72000	7000	
Carobation \$5.00 Prom	6 ,		
Prom to I wanted & god +	4 0 4	or Phar	Med
Programmed of M	EW 900 F	Fol Pix	474
	Subtotal	82.19	00
15 days. A finance charge of 1.5% per month (18% ANNUAL RATE) will	Federal Excise Tax		
Ly Cres	Sales Tax	493	1 had
40-45-TOWN	TOTAL	9712	14
	15 days, A finance charge of 1.5% per month (18% ANNUAL RATE) will ast due accounts. THANK YOU VERY MUCH!	Hallancimited Commercial Sycology Hallancimited Commercial Sycology Good Sycology Laternational Cards So Hallage Called Sycology Laternational Cards So Hallage Called Sycology Called Sycology Subtotal 15 days. A finance charge of 1.5% per month (18% ANNUAL RATE) will ast due accounts. THANK YOU VERY MUCH! 10 H (0H)	HAI ANLIMITED COMMERCIAL SAGNA SPECIAL HAI ANLIMITED COMMERCIAL SAGNA SPECIAL LO MINICALLINITED COMMERCIAL SAGNA SPECIAL Subtotal 82.19 THANK YOU VERY MUCH! LO LICOLI

Ring to Number for this 800 number

I authorize S & S Communications to switch telephone line(s) listed above. I will not hold S & S Communications responsible for any line not listed on this form that does not get switched.

Śigned

Date

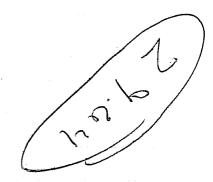
Pd \$ \$219.00 # 6464 S & S Communications Long Distance Service Agreement X New Contract Change Customer Name Company Name Hnarmea. **Business Street Address** PO Box PO Box Home Street Address US HIS WILL City/State/Zip Code City/State/Zip Code Mante 50 Home Phone Other **Contact Name** Work Phone 佐でも きょうしょ きょりい $\mathbf{L}_{\mathbf{M}}$ $\mathbf{n}_{\mathbf{T}}$ $\mathbf{w}_{\mathbf{t}}$ \mathbf{A} Federal ID# Social Security Number Social Security Number 46,-0437385 Continental US Residential Plans Association 6 Year - 1350 minutes per month (\$3675.03) 5 Year - Unlimited Long Distance Service (\$3170.00) Over 1350 minutes billed at 10¢ per minute Not for Internet use Notes: Notes 5 Year - 500 minutes per month (\$1837.65) 3-Year - Unlimited Long Distance Service (\$2700.00) 역역(• Not for Internet use 5노예 30투다자 Over 500 minutes billed at 10¢ per minute Rates By The Minute Commercial 3¥eer - Unlimited Long Distance Service (\$5519:00) પું પૂર્વા • Not for Internet use Notes > પ્લાપ્ય જેવી જાણા પ્રાપ્ય 9¢ minute Require 1 1/2 year commitment 10¢ minute No commitment required. Calling Cards Hate LOO MIND FYEN ON E No Monthly Fees In or Out of State 24hrs 7days Week しょうそくしん ション・ナンロンドイ • No Minimum • No Limit • No Access Code DICAST - HOSE PARK Access Codes: ___800 Number _{Rate} ユッムしょしゃく Access Codes Access Codes: Attached to: (phone number) <u>4 05- 337-3374</u> 900-258-1936 <u>605-934-58</u>09 Access Codes A Cash Charge Financed Service and Equipment Approval Credit Check Approval SIGNATURES WILL BE PERSONALLY LIABLE FOR AMOUNT Printed Name Executive Sales Représentative Local Phone Co. LUCATER Notes: goot of abush to the Est. Minutes: FOI Praymed Plants of Chiamberlian NRW YOU ! PLATE. Referral Paid To:

Costice O II will be we

667.34 793,79 569.95 Zoll.08

+) 670.36

676. 56 x 12 \$ 86 44.32 X 36 \$ 24,132.96 X 48 32,177.28



32,177.28 - 8712 = \$\frac{1}{2}3,465.28 \text{ 5Avings}

8712 - 493 = 8219

23,958.28 SAU Win TardFI

350.848 8,58,00 16,800 8712 00 36 mo. uncimited Can 700 9 X 36 = 25,200 5 Avinas 16, 488 145. FIRR 8400 700x12 481 7 2 4,888 5 avings 5850,14 331,14 Tax 5519.00 2862 162 Tax 493.14 More Saving 2700 TOTO, SAU. 25,381.14 5850,14 x Z 11,700,28 2862.60 8712

2865

 $\frac{\epsilon}{\epsilon_{i'}}$, $\epsilon_{i'}$

1 Com 1123

800

ZUE LPFT

Personal

Parts STURE

Dir AST 1.00 Percan

International Cans 10% over Cost

Con Detail \$5,00

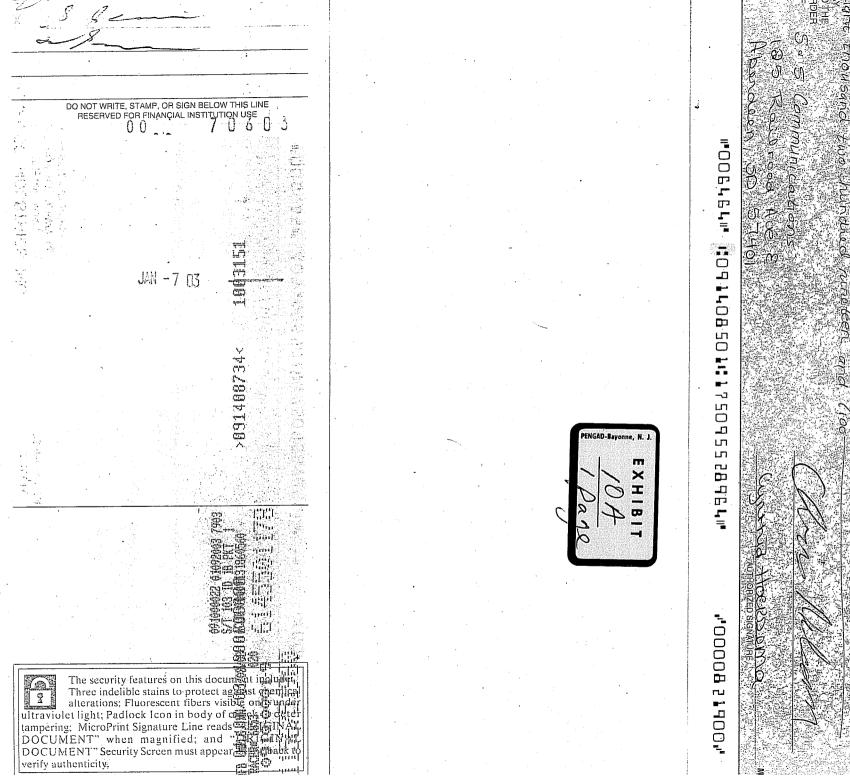
Who do you know that would benfit from our service?



How is this possible? For every person that you refer to our long distance program you will receive \$100.00. This could be 1 or 100. The only catch is that the person has to sign a bulk long distance contract like you just did and you will have to ask the person if they are interested in our program and if they would let a salesperson contact them to set up an appointment. Like stated above if they sign then YOU receive \$100.00 paid by our company directly to you.

Please list anyone that you would like us to contact.

Name:		Phone:	()		
Address:					
city:	State:	Zip:		.	
Name:	<u> </u>	Phone:	()		
Address:					
city:	Statę:	Zip:	-		
Name:		Phone:	()		
Address:		\			
city:	Staté:	Zíp:			
Name:		Phone:	()		
Address:					
city:	State:	Zip:	711		
Name:		Phone:	()		
Address:					
city:	State:	Zíp:			
Name:		Phone:	()		
Address:					•
City:	State:	Zíp:			
Name:		Phone:	()		
Address:					
city:	State:	Zíp:			



PHARMODINDUSTRIES

ΕĎ

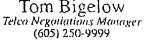




Si & S Communically
Complete Mobile Telephone to
Rudlo, Sales and Service

Call for listings of shes and went-

FAX COVER SHEET



125 Railroad Ave. E. • Aberdeen, SD 57401 Phone: (605) 225-2806 • (605) 225-6650



The state of the s

S & S Communications 125 Railroad Ave. S. E. Aberdeen, SD 57401

.

Phone (877) 436-4174 or (605) 225-2806 Fax (605) 225-6650 Send to: From: Attention: Date: Office location: Total pages, including cover: Fax number: Phone number: Urgent Reply ASAP Please comment Please review For your information Comments:

*** The information contained in this facimile message is confidential information belonging to the sender which is privileged. The information is intended only for the use of the recipient. You are hereby notified that any disclosure, copying, distribution of the taking of any action in reliance on the contents of the telecopied information is strictly prohibited. If you have received this communications in error, please immediately notify the sender by telephone toll free at (877) 436-4174 to arrange for the return of the

THE DAY OF STREET

S & S CommunicationsAlterna-Cell

125 Railroad Ave. S. E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650 Toll Free: (877) 436-4174

Dear Sir or Madam,

Please find the statement of assets of S & S Communications, a South Dakota based utility that provides telecommunications services throughout the continental USA.

S & S Communications does not share this information to the general public, only company executives of S & S Communications are allowed to possess or handle the enclosed information.

If you have received this information in error, please send this document in its entirety to:

S & S Communications 125 Railroad Ave. SE Aberdeen, SD 57401 (605) 225-6650

You will be compensated for your mailing costs and time by S & S Communications.

Sincerely,

Les Sumption, President

S & S Communications

S & S Communications Alterna-Cell

125 Railroad Ave. S. E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650 Toll Free: (877) 436-4174

Attachment B

Financial Statement of S & S Communications As of October 1, 2001

Current Assets:

Cash in Banks
TOTAL ASSETS
Gross Sales Tax Two (2) Years Ago \$705,964.62 Gross Sales Tax Last Year \$1,038,362.25 Net Income Two (2) Years Ago \$80,230.11 Net Income Last Year \$166,137.95
iabilities:
Accounts Payable
TOTAL LIABILITIES \$372,044.68
Capitol Stock
TOTAL LIABILITIES & NET WORTH \$6,852,169,20



GEO. M. RICH

President

TIM RICH

Vice President

Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 5740Z-0059

PHONE 6/15/225-8/150

WATS 1-800-287-8051

FAX 605/229-4982

MARK A. KRACE Loan Officer KATHLEEN CETTY Agency Manager

October 26, 2001

STATEMENT OF LOAN PERFORMANCE OF S & S COMMUNICATIONS

To Whom It May Concern:

This statement is confirmation that S & S Communications has a loan in place with Aberdeen Finance Corporation. Loan amount is in the amount of \$350,000.00 and their payment status is current and in good standing.

If you have any questions or concerns please contact me at (605) 225-8050

Sincerely,

ABERDEEN FINANCE CORPORATION

Bv

Tim G. Rich Vice President



S & S Communications

125 Radroad Avenue, SE Aberdeen, SD 57401





Atemazol

Notice to Customers

Dear S & S Communications Prepaid Long Distance Customer,

S & S Communications and Aberdeen Finance Corporation would like to thank all of our customers throughout the years for their patronage. Our companies have grown and prospered because of our relationships together.

Throughout 2000 S & S Communications has accomplished many steps to become a mature utility. One of these steps was to file our first tariff with the South Dakota Public Utilities Commission and to register our unlimited prepaid program. Because we are the only Telecommunications Company that offers this type of service, the South Dakota Public Utilities Commission has ordered guidelines to S & S Communications for its prepaid customers.

By direction of the South Dakota Public Utilities Commission, S & S Communications has set aside a percentage of its company assets and secured additional bonding to underwrite and guarantee the prepaid programs that S & S Communications customers now enjoy. This security has been put in place only in the event that S & S Communications could not provide the service. It does not alter or effect the agreements of the customer to pay for the services that S & S Communications has provided.

In the unlikely event that S & S Communications is unable to provide the long distance service to its customers, S & S Communications and Aberdeen Finance Corporation wish to inform you that any remaining monies owed under your Aberdeen Finance Corporation contract would be the responsibility of S & S Communications. Aberdeen Finance Corporation will look to the collateral provided them by S & S Communications to repay and resolve the balance.

Prepaid customers who did not finance their contract would be refunded by a state registered bonding company for the prorated amount of the service that the customer did not receive.

This letter does not alter any terms under your existing contract with S & S Communications or Aberdeen Finance Corporation, but merely clarifies S & S Communications obligations in unlikely event S & S Communications stops providing long distance services.

Both S & S Communications and Aberdeen Finance Corporation hope that this added security feature to our program will insure a strong healthy customer relationship for many years to come.

Sincerely,

Les Sumption, President

S & S Communications

Tim Rich, Vice President

Aberdeen Finance Corporation

20310

S. & S. Communications

Complete Mobile Telephone and Radio, Sales and Service

Co-Owners: Les Sumption 250-0151 Matt Swearingen 250-0376



125 Railroad Ave. E. • Aberdeen, SD 5740 Phone:5(605):225+2806::•; (605):225-6650

a way o could be selved of the B

Itos n survey a Au

ity Siate SD Zip S/10D-0 2 Salesman

QUANTITY DESCRIPTION:

UNIT PRICE AMOUNT BULLET CEPTED CONTRACTOR STANDED BOTH BON

FOIL THE PROPERTY OF THE PROPERTY IN THAT 1986 84

しゅうしょう 生きの はっちょうしょう さいちゅう といま しょうしょうしょ

TO A NAW SOLD FOR HOLD MAINTENANCE OF THE COLOR

FRENT LOFT WALKER HOME SERVERING

ままら 神仙 するりですせるの女 ひまれ 足

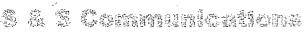
DKD TESSUE SUBTOR

THANK YOU VERY MUCH

P.O. No.

192782 SIOUX FALLS, SOUTH DAKOTA 57101-025 PAY TO THE ORDER OF: S-& S-COMMUNICATIONS FirstNationalBank # 19278 2# #0914000 20# 300#014#S# .: #-00145385# #041400050# 3000145# "OOO3510084" S & S Communications 125 Railroad Ave. SE Aberdeen, SD 57401 0

WELLS FARGO, MN



Alterna-Cell

125 Railroad Ave. S.E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650

Toll Free: (877) 436-4174

August 2, 2002

Robert Angerhofer Triple A of South Dakota 1300 Industrial Ave. Sioux Falls, SD 57104

Dear Mr. Angerhofer,

This is the confirmation that you requested for your issue with your old long distance provider.

S & S Communications will be providing Triple A of South Dakota, long distance services under the S & S Communications Unlimited use platform for all fifteen (15) locations in South Dakota. Plan term is for 4 years and plan price is \$33,114.00

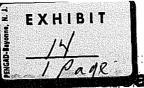
Triple A now can enjoy the luxury of not being on the usual long distance meter and can call anywhere in the continental United States of America with this Unlimited Plan. Plan covers all long distance for the Triple A locations in South Dakota. Plan does not include international calling or directory assistance.

Very Truly Yours.

Les Sumption, President S & S Communications

46 Day Grace for change over

& S Communications Long Dist



P.03/04

e Agreement

WeW Contract Change **Customer Name** Company Name **Home Street Address** PO Box **Business Street Address** City/State/Zip Code City/State/Zlp Code Home Phone Other Contact Name Social Security Number Social Security Number Federal ID# Continental US Residential Plans Association 5 Year - Unlimited Long Distance Service (\$3170.00) 6 Year - 1350 minutes per month (\$3675.03) · Not for Internet use . Over 1350 minutes billed at 10¢ per minute Notes: Notes 3 Year - Unlimited Long Distance Service (\$2700.00) 5 Year - 500 minutes per month (\$1837.65) Not for Internet use ● Over 500 minutes billed at 10¢ per minute Notes. Notes. **Commercial** Rates By The Minute 9¢ minute ₩Year - Unlimited Long Distance Service (Require 1 1/2 year commitment Notes: Not for Internet use 10¢ minute No commitment required Calling Cards Rate: . No Monthly Fees . In or Out of State . 24hrs - 7days Week • No Minimum • No Limit • No Access Code Accuss Codes: 🧺 W 800 Number Rate: VAJTATIE Number assigned: Attached to: (phone number) Access Codes: 🖔 **X**Cash Leased Financed Charge Credit Check Approval Service and Equipment Approval AS OF THE DATE OF THIS CONTRACT FOR SERVICE, CUSTOMER SHALL RECEIVE ITS TELEPHONE SERVICE FROM S & S COMMUNICATIONS UNDER THE PLAN LISTED ON THIS SERVICE AGREEMENT. SIGNATURE CONFIRMS THAT THE SUBSCRIBER AGREES TO THE PLANS, TERMS AND CONDITIONS NOTED AND CONFIRMS IT HAS READ ALL TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNATURE SUBSCRIBER CONFIRMS THE TRUTH AND COMPLETENESS OF THE INFORMATION AND AUTHORIZED SEMBNAN, TO COTTAL FERMI AND DESIRED BUSINESS SIGNATURES WILL BE PERSONALLY LIABLE FOR AMOUNTS NOT PAID WHEN DUE. Printed Name Customer/Signature Signature Sales Person Date 中国建筑建筑 Local Phone Co. Executive Sales Representative Date 4.7万以及新的自己2000年第 Notes: 1 FOR GERECLORY ASSESTANCE Est. Minutes: \$5 A MONTH FOR dE IN= /Ed PrENT B-11= NG FOR = WHERNATIONAL CHIS Referral Paid To: 45 DAY Switch And GRACE PERFOR

P.O. Box 98 Dupree, SD 57623

(605) 365-5191 FAX: (605) 365-5300



TELECOPY COVER SHEET

NUMBER OF PAGES INCLUDING THIS PAGE

NAME	TELECOPY NUMBER
TO: 1. John Smith	1-605-773-680
2.	
3	
4.	WALKER PRIPER TO THE REAL PRIPER TO THE TOTAL PR
5	Acceptable of the Control of the Con
FROM: Keith Willard	
RE: 545 Communic	ations
DATE: 6-27-03	
TIME: 4:24	
If you do not receive all the pages pleas	se contact <u>Suriq</u>
EMARKS:	· · · · · · · · · · · · · · · · · · ·
	i i
	· · · · · · · · · · · · · · · · · · ·
	- LINE W

125 Railroad Ave. S.E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650

Toll Free: (877) 436-4174

July 9, 2002

Keith Willard 1st Financial Bank USA PO Box 98 Dupree, SD 57623

Dear Keith.

Thank you for choosing S&S Communications as your long distance telephone service provider. Please find enclosed the two calling cards that you have requested as part of your long distance service agreement. When you receive these calling cards, please contact us at 877-436-4174, so we can activate your calling cards.

Sinceroly,

Yanet Pence
S&S Communications

871-436-4174

S & S Communications

Complete Mobile Telephone and Radio, Sales and Service

Call for listings of sites and members.

Co-Owners: Les Sumption 250-0151 Matt Swearingen 250-0376

	125 Railroad Ave. E Aberdeen,	.SI) 5/401
	Phone: (605) 225-2806 • (605)	225-6650
ETEX MEN	Date 14 3	20 02
))	
Name Finance	ia Book USA	14-14-14-14-14-14-14-14-14-14-14-14-14-1
Address Main Stra	J PG Box 98	
N	State 50	zip_57623
City_L/A. 198		i and in the second

THANK YOU VERY MUCH!

(Nock aft	•
34240	

Invoice No20338
Cilent No.
P.O. No.
DeptTax Code
Salosman "

QUANTITY	DESCRIPTION	UNIT PRICE	АМОИМ	Τ
	3 year commercial unlinited		4/6,557	00
	long distance Contracts			a larger plants of the second
1	3 por lesidatial uninited		700	00
	long distance Contracts	1		
	Unlighted Out bound sostle	000		
	Unlimited Insound 50 stelle	7	1 KV	خـــــــــــــــــــــــــــــــــــــ
	100 in I routh free alocation	7,500		
	caling and. 1st/ nin overage			
		Subtotal	AH, 257	00
Accounts due	in 15 days. A finarice charge of 1.5% per month (18% ANNUAL HATE) will	Federal Excise Tax	41155	40
be added to a	past due accounts.	Sales Tax	1100	

1st Financial Bank USA
S & S Communications
Alterna-Cell

125 Railroad Ave. S. E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650 Toll Free: (877) 436-4174

Long Distance Service Quote

ومنا: Quote Date:	20 82	Expiration Date;	
	red confidential and proprieta		
3 - 3 year Con	nmercial unlimited	I long distance contracts	
4-3 year long	g distance contract	G.	
Total cash =	\$20,412.00		

Restrictions:
"I pardirectory assistance calls (555-1212)

Billing for international calls,
#5 par month per contract for detailed print. (20) per month
45 day switch and grace far. od

Note from the President of S & S Communications:

Thank you for the opportunity and your time in considering the S& S Communications service offering. At this time I would like to address the acceptance period of this offer. Due to our experience of past prolonged decision time, our company has made policy to allocate 14 calendar days as a time line for acceptance and paperwork completion. After 14 calendar days has expired this offer is considered retracted with no exceptions. Thank you for your consideration of our company time.

Sand S Communitions

Les Sumption, President S & S Communications



S & S Communications 125 Railroad Ave. S.E. Aberdeen, SD 57401 (605) 225-6650

Service Request Letter of Agency

Customer Billing Name				Date	
Customer Billing Street Address		Cily		Stale	Zip Code
Authorized Person to Act for Customer		Title	Of Custo	mer (erson Acting in Behalf
The undersigned customer wishes to switch Communications is hereby designated to accustomer's local telephone company of the sand (2) ordering, in connection with S & S Contelecommunications service including, without The undersigned customer's selection of S & The undersigned customer hereby designations distance service. (customer must chec	l as the unde selection of S ommunicatio ut limitation, & S Commun es S & S Cor	ersigned custome is & S Communica in provision served adding to or rearrelications will apply mmunications as	r's agent for the ations as its prin ice, changes in anging such tel only to the tele its primary inter	e purpose on ary interest and/or ma ecommuni ecommuni ecommuni exchange	of: (1) notifying xchange carrier("PIC") intenance on specific cations service(s). nber(s) listed below,
INTERIALA (including INTERIALA (including INTRAlala service on	international			ervices	
Unless otherwise expressly agreed in writing for termination or removal of telecommunical shall remain responsible for terminating and distance providers. I understand that my local exchange carrier	ilions service removing ar	s provided by lon y such unwanted	g distance prov service and cir	idars. The cuits provi	undersigned custome ded by olher long
that I have the authority to change communicipates (18) year of ago. I understand that telephone number for state-to-state (INTERI primary interexchange carrier for any one to understandings, I select S & S Communication of the telephone number listed below:	l I may desiga lata), INTRAs lephone num	nale only one prir stale, and inlernal aber for INTRAlata	nary interexcha tional usage: ar a usage (where	nge carrier Id that I me applicable	r for any one ny designate only one). With these
Please release any PIC FREEZE	_		over to the S	& S Com	munications PIC
of 6205 and reinstate the fre	eeze after s	switch.			
Signature (required)		_		Date	
Name as on billing	(<u> </u>		Multiple	page LOA
Contact -					
Tille Page of		of			
Service address					
City		State		Zip	
Telephone Number(s) to be PIC'ed	Telephon	e Number(s) lo	be PIC'ed	S & S	Communications
()	()				PIC Code
	()				
	()				3205
()	()			J	JEVJ
T.				1	-

S & S Communications Long Distance Service Agreement

	New Contract Change
Customer Name Home Street Address PO Box City/State/Zip Code Home Phone Other Social Security Number Social Security	Company Name Business Street Address PO Box City/State/Zip Code Contact Name Work Phone Number Federal ID#
Continental US Residential Plans 5 Year - Unlimited Long Distance Service (\$3170,00) Not for Internet use	Association 6 Year - 1350 minutes per month (\$3675.03) Over 1350 minutes billed at 10¢ per minute
3 Year - Unlimited Long Distance Service (\$2700,00) Not for Internet use 2860.00	5 Year - 500 minutes per month (\$1837.65) • Over 500 minutes billed at 10¢ per minute Notes:
Commercial 3 Year - Unlimited Long Distance Service (\$5519.00) Not for Internet use + 580 With TAX Notes. 17 550 Calling Cards Flate: 100 Air Across Codes: Access Codes: Access Codes: Access Codes: Access Codes:	# Hates By The Minute 90 minute 1/2 year commitment 100 minute 100 minute
Leased Finance	Charge
Credit Check Approval By Signature Suddenible Confirms the Tauth and completeness of the information and provided business signatures will be personally liable for amounts not paid when due. Printed Name Signature Local Phone Co. Est. Minutes:	Sales Person Executive Sales Representative Date Notes: B Dor directory usstance calls (555-1212)

Pages including cover



1st Financial Bank USA Fax #605-988-0410 Phone #605-988-5100

Date:	6-27-0	3	· •
Attention:	J042 Su	74	·
Fax #:	605-77	3-3809	
From:	Trong CI	AVEC	
Re:	Thou Ch	DAGOO to 1	Dinas Contare
JoHn,			
1. 811	you How us	y are #.	Call ux
- WOA	THE WIESTION	Alsofo 1	

Our office hours are Monday – Thursday 8:00 a.m. to 9:00 p.m., Friday 8:00 a.m. to 5:00 p.m., Saturday 7:00 a.m. to 3:30 p.m. Central Standard Time.

a 5 Communications Alternations

125 Railroad Ave. S.E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650

Toll Free: (877) 436-4174

Quote is good from these Dates: September 20, 2002 through September 30, 2002.

Quote is confidential and proprietary to the two parties involved. (S & S Communications, 1st Financial Bank USA)

A Written Commitment on Monday September 30th 2002 is required.

1st Financial Bank USA

S & S Communication's long distance service in the contract and clarification of terms. Finalized Quote and included Contract Material:

1st Financial Bank USA facilities included in Other and Contract are: 3T1's at NPA NXX of 605 232 allocated at 300,000 minutes per month total for 2T1's. The 3 T1's will be absorbed by S & S Communications at naces to the standard Bank USA.

Cantin ercial Figure Saving Contact.

Seaw capped long-distance contact.

See \$162.78 pc montact.

South Ost = \$5850(0)

53.53846 Commercial 3 year appeals one Distance contracts 12.5,200.00. 1st Financial's 300,000 block usage of minutes / month bas been figured at 2.9 cents per minute. A 10,000-minute per month overage grace will be given and will be billed at 2.9 cents. Any allocation over (open ended) will be billed out by the minute at 3.5 cents per minute, with a 12 second minimum and 6 second increment billing after.

300,000 minutes / month * 36 minutes = 10,800,000 total minutes over 36 months 10,800,000 minutes * .029 = \$3,500.00 paid throughout 2 payments of \$156,600 per payment, equally paid in one and one half star intervals.

A 300,000 minimum minute per month contract over 36 months is required. Will be negotiated at the 18th month review.

Once you are on the quoted contract, you have 300,000 outbound and inbound long distance minutes anywhere in the 50 states for 3 years from the 3 T1's listed, optional 3rd T1 at S & S Communication expense. Will be negotiated at the 18th month review.

s communications

125 Railroad Ave. S.E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650

Toll Free: (877) 436-4174

Restrictions:

- 1. International calls are billed separately
- 2. \$5.00 per month per contract billing for detailed print. (Elective)
- 3. \$1.00 per directory assistance calls (555-1212)
- 4. 60 to 90 day switch and grace period for T1 provisioning. Contract term starts at the time of T1 turn-up.
- 5. 10,000 minute monthly grace overage billed out at 2.9 cents per minute.
- 6. 300,000 minute cap on T1 outbound and inbound @ 2.9 cents per minute. 3.5 cents per minute overage billing after the 10,000 minute per mouth grace.
- 7. All monthly billing corresponding to these results from will have billing of applicable taxes.
 8. Billing of \$50 per ani change process per legalicit upon request of 1st Financial Bank USA.

After Completion of the 18th month of this 3 regime entent, both parties will review current rate structure in the industry. Upon agreement of both parties, contract rate structure can be raised, lowered, or left the same. In the event both parties cannot come to an agreement, either party can terminate this agreement at least 30 days prior the end of the last and the same of the last 30 days prior the one of the land

The variation and new T1's rate reed to be divoted additional contract prices to be added cering contract. All additional contracts will be negot and with all the same restrictions and the same restrictions and the same restrictions and the same restrictions and the same restrictions are same restrictions.

trainsolvable network of service issues passing a 30-day period that trigger delault by 5 of training trigger delault by 5 of the subscriber 5 yould agree to prove unusad by lanes fair fill the kilossych companies, on the one of the land of the companies of the the state of the s and assist the subscriber, but will be any months and assist the subscriber, but will be any months and assist the subscriber, but will be any months and assist the subscriber, but will be any months and assist the subscriber, but will be any months and assist the subscriber.

Money wire transaction completed by Detober 3rd 2002 by 1:00pm in the amount of \$ 156,600.00 S&S Communications will make contact with wiring instructions.

Paul Miller

Sales Manager

S & S Communications

Sumption

EO / President

S & S Communications

Chairman

1st Financial Bank USA

15 Date 9/39/02

125 Railroad Ave. S.E. Aberdeen, SD 57401

Phone: 605-225-2806 Fax: 605-225-6650

Toll Free: (877) 436-4174

3 & 9 Communications

Contact Call List:

Paul Miller 605 225 2806 Office 605 226 0644 South Dakota Home 712 376 4391 Iowa Home 712 376 2523 Iowa Home 605 250 1201 Voice Mail / Pager 605 380 3107 Cell Phone Matt Swearingen 605 225 2806 Office 605 250 0202 South Dakota Home 605 250 0376 Voice Mail 605 250 0374 ELL Book Janet Pence 605 225 2806 Office 605 229 5254 Home

Voice Mail / Pager will provide a refuneall within 5 minutes of message.

				Unearned Revenue for Non AFC		
	•	•	Difference between Principal & Unearn		Customers (Amount of Cash Customer	
Date and Time of S&S	Original Filing	Staff Calculated Unearned Income (all Customers)	Ráveni	e Customer (To Be included in Bond		TOTAL AMOUNT Included in Bond Calculation
37454.5969560185	=IF(F3>R3,ROUND(SUM(((G3/(F3-E3))*(F3-R3))),2),0)	=IF(N3="YES",S3-O3,"N/A")	=IF(T3>0,T3,"N/A")	=IF(N3="00",S3,"N!A")	=(IF(V3="N/A",0,V3))+(IF(U3="N/A",0,U3))
37454.5989560185	=IF(F4>R4,ROUND(SUM(((G4/(F4-E4))*(F4-R4))),2),0)	=IF(N4="YES",S4-O4,"N/A")	=iF(T4>0,T4,"N/A")	=IF(N4="NO",S4,"N/A")	=(IF(V4="N/A",0,V4))+(IF(U4="N/A",0,U4))
37454.5969560185	=IF(F5>R5,ROUND(SUM(((G5/(F5-E5))*(F5-R5))),2),0)	=IF(N5="YES",S5-O5,"N/A")	=iF(T5>0,T5,"N/A")	=IF(N5="NO",S5,"N!A")	=(IF(V5="N/A",0,V5))+(IF(U5="N/A",0,U5))
37454.5969560185	=IF(F6>R6,ROUND(SUM(()	(G6/(F6-E6))*(F6-R6))),2),0)	=IF(N6="YES",S6-O6,"N/A")	=IF(T6>0,T6,"N/A")	=IF(N6="NO",S6,"N/A")	=(IF(V6="N/A",0,V6))+(IF(U6="N/A",0,U6))
37454.5969560185	:=IF(F7>R7,ROUND(SUM((i	(G7/(F7-E7))*(F7-R7))),2),0)	=IF(N7="YE5",S7-Q7,"N/A")	=IF(T7>0,T7,"N/A")		=(IF(V7="N/A",0,V7))+(IF(U7="N/A",0,U7))
37454.5969560185	=IF(F8>R8,ROUND(SUM(()	(G8/(F8-E8))*(F8-R8))),2),0)	=IF(N8="YES",S8-O8,"N/A")	≐IF(T8>0,T8,"N/A")		=(IF(V8="N/A",0,V8))+(IF(U8="N/A",0,U8))
37454,5969560185	=IF(F9>R9,ROUND(SUM(((G9/(F9-E9))*(F9-R9))).2),0)	=IF(N9="YES",S9-O9,"N/A")	=1F(T9>0,T9,"N/A")	=IF(N9="NO",S9,"N/A")	;=(IF(V9="N/A",0,V9))+(IF(U9="N/A",0,U9))
37454.5969560185	=IF(F10>R10,ROUND(SUM	A(((G10/(F10-E10))*(F10-R10))),2),0)	=IF(N10="YES",S10-O10,"N/A")	=IF(T10>0,T10,"N/A") ·	=IF(N10="NO",S10,"N/A")	=(IF(V10="N/A",0,V10))+(IF(U10="N/A",0,U10))
37454,5969560185	=IF(F11>R11,ROUND(SUM	/(((G11/(F11-E11))*(F11-R11))),2),0)	=IF(N11="YES",S11-011,"N/A")	-=IF(T11>0,T11,"N/A")	=IF(N11="NO",S11,"N/A")	=(IF(V11="N/A",0,V11))+(IF(U11="N/A",0,U11))
37454.5969560185	=IF(F12>R12,ROUND(SUM	A(((G12/(F12-E12))*(F12-R12))),2),0)	=IF(N12="YES",&12-O12,"N/A")	=IF(T12>0,T12,"N/A")	=IF(N12="NO",S12,"N/A")	=(IF(V12="N/A",0,V12))+(IF(U12="N/A",0,U12))
37454,5969560185	=!F(F13>R13,ROUND(SUM	//((G13/(F13-E13))*(F13-R13))),2),0)	=IF(N13="YES",S13-O13,"IVA")	=IF(T13>0,T13,"N/A")	=IF(N13="NO",S13,"N/A")	=(IF(V13="N/A",0,V13))+(IF(U13="N/A",0,U13))
37454,5969560185			=IF(N14="YES",S14-O14,"N/A")	=IF(T14>0,T14,"N/A")	=IF(N14="NO",S14,"N/A")	=(IF(V14="N/A",0,V14))+(IF(U14="N/A",0,U14))
37454,5969560185	=IF(F15>R15,ROUND(SUM	M(((G15/(F15-E15))*(F15-R15))),2),0)	=IF(N15="YES",S15-O15,"N/A")	=IF(T15>0,T15,"N/A")	=IF(N15="NO",S15,"N/A")	=(IF(V15="N/A",0,V15))+(IF(U15="N/A",0,U15))
37454,5969560185			=IF(N16="YES",S16-O16,"N/A")	=IF(T16>0,T16,"N/A")	=IF(N16="NO",S16,"N/A")	=(IF(V16="N/A",0,V16))+(IF(U16="N/A",0,U16))
37454,5969560185	=IF(F17>R17.ROUND(SUM	M(((G17/(F17-E17))*(F17-R17))),2),0)	=IF(N17="YES",S17-O17,"N/A")	=IF(T17>0,T17,"N/A")	=IF(N17="NO",S17,"N/A")	=(IF(V17="N/A",0,V17))+(IF(U17="N/A",0,U17))
37454.5969560185			=IF(N15="YES",S18-O18,"N/A")	=IF(T18>0,T18,"N/A")	=IF(N18="NO",S18,"N/A")	=(IF(V18="N/A",0,V18))+(IF(U18="N/A",0,U18))
37454,5969560185			=IF(N19="YES",S19-O19,"N/A")	=IF(T19>0,T19,"N/A")		=(IF(V19="N/A".0,V19))+(IF(U19="N/A".0,U19))
37454,5969560185		*** * ****	=IF(N20="YES",S20-O20,"N/A")	=IF(T20>0,T20,"N/A")		=(IF(V20="N/A",0,V20))+(IF(U20="N/A",0,U20))
37454,5969560185			=IF(N21="YES",S21-O21,"(4/A")	=IF(T21>0,T21,"N/A")		=(IF(V21="N/A",0,V21))+(IF(U21="N/A",0,U21))
37454.5969560185			=IF(N22="YES".S22-O22."N/A")	=IF(T22>0,T22,"N/A")		=(IF(V22="N/A",0,V22))+(IF(U22="N/A",0,U22))
37454.5969560185			=IF(N23="YES",S23-O23,"T-//A")	=IF(T23>0,T23."N/A")		=(IF(V23="N/A",0,V23))+(IF(U23="N/A",0,U23))
37454,5969560185		The state of the s	=IF(N24="YES",S24-O24,"N/A")	=IF(T24>0,T24,"N/A")		=(IF(V24="N/A",0,V24))+(IF(U24="N/A",0,U24))
37454.5969560185	· · · · · · · · · · · · · · · · · · ·		=IF(N25="YES",S25-O25,"N/A")	=IF(T25>0,T25,"N/A")		=(IF(V25="N/A",0,V25))+(IF(U25="N/A",0,U25))
37454,5969560185			=IF(N26="YES".S26-O26."N/A")	=IF(T26>0,T26,"IV/A")		=(IF(V26="N/A",0,V26))+(IF(U26="N/A",6,U26))
37454.5969560185	The state of the s		=[F(N27="YES",S27-O27,"N/A")	=IF(T27>0,T27,"N/A")		=(IF(V27="N/A",0,V27))+(IF(U27="N/A",0,U27))
37454.5969560185	•		=IF(N28="YES",S28-O28,"N/A")	=IF(T28>0,T28,"IV/A")		=(IF(V28="N/A",0,V28))+(IF(U28="N/A",0,U28))
37454.5969560185	· · · · · · · · · · · · · · · · · · ·		=IF(N29="YES",529-O29,"N/A")	=IF(T29>0,T29,"N/A")	• • • • • • • • •	=(IF(V29="N/A",0,V29))+(IF(U29="N/A",0,U29))
37454.5969560185			=IF(N30="YES",S30-O30,"N/A")	=IF(T30>0.T30,"N/A")		=(IF(V30="N/A",0,V30))+(IF(U30="N/A",0,U30))
37454.5969560185	•		=IF(N31="YES",S31-O31,"N/A")	=IF(T31>0,T31,"N/A")		=(IF(V31="N/A",0,V31))+(IF(U31="N/A",0,U31))
37454.5969560185	•		=!F(N32="YES",S32-O32,"N/A")	=IF(T32>0,T32,"N/A")	• • • •	=(IF(V32="N/A",0,V32))+(IF(U32="N/A",0,U32))
37454.5969560185			-! (N32="YES",S33-O33,"N/A")	=IF(T33>0,T33,"N/A")		=(IF(V33="N/A",0,V33))+(IF(U33="N/A",0,U33))
37454.5969560185	·		=IF(N34="YES",S34-O34,"N/A")	= F(T34>0,T34,"N/A")		=(IF(V34="N/A".0.V34))+(IF(U34="N/A".0.U34))
37454.5969560185			=IF(N35="YES",S35-O35,"N/A")	=IF(T35>0,T35,"N/A")		=(IF(V35="N/A",0,V35))+(IF(U35="N/A",0,U35))
37454.5969560185			=IF(N36="YES",S36-O36,"N/A")	=IF(T36>0,T36,T0A)		=(IF(V36="N/A",0,V36))+(IF(U36="N/A",0,U36))
37454.5969560185	• • •		:IF(N37="YES",S37-O37,"N/A")			=(IF(V37="N/A",0,V37))+(IF(U37="N/A",0,U37))
37454.5969560185			FF(N38="YES",S38-O38,"N/A")	=!F(T38>0,T38,"N/A")		=(IF(V38="N/A",0,V38))+(IF(U38="N/A",0,U38))
37454.5969560185	•		:IF(N39="YES",S39-O39,"N/A")	• • • •	, , , , , ,	=(IF(V39="N/A",0,V39))+(IF(U39="N/A",0,U39))
37454.5969560185			:IF(N40="YES",S40-O40,"N/A")	=IF(T40>0.T40."N/A")		=(IF(V40="N/A",0,V40))+(IF(U40="N/A",0,U40))
37454.5969560185			:IF(N41="YES",S41-O41,"N/A")			=(IF(V41="N/A",0,V41))+(IF(U41="N/A",0,U41))
37454.5969560185			IF(N42="YES",S42-O42,"N/A")	=IF(T41>0,T41,"N/A") =IF(T42>0.T42,"N/A")		=(IF(V42="N/A",0,V42))+(IF(U42="N/A",0,U42))
37454.5969560185			• • • • • •		• • • •	=(IF(V43="N/A",0,V43))+(IF(U43="N/A",0,U43))
37454.5969560185			:IF(N43="YES",S43-O43,"N/A") :IF(N44="YES",S44-O44,"N/A")	=IF(T43>0,T43,"N/A") =IF(T44>0,T44,"N/A")		=(IF(V44="N/A",0,V44))+(IF(U44="N/A",0,U44))
37454.5969560185				• • • •		
37454.5969560185			IF(N45="YES",S45-O45,"N/A")	·		=(IF(V45="N/A",0,V45))+(IF(U45="N/A",0,U45))
37454.5969560185			F(N46="YES",S46-O46,"N/A")			=(IF(V46="N/A",0,V46))+(IF(U46="N/A",0,U46))
37454.5969560185			F(N47="YES",S47-O47,"N/A")	=IF(T47>0,T47,"N/A")	The state of the s	=(IF(V47="N/A",0,V47))+(IF(U47="N/A",0,U47))
			1F(N48="YES",S48-O48,"N/A")	• • • •		=(IF(V48="N/A",0,V48))+(IF(U48="N/A",0,U48))
37454.5969560185			IF(N49="YES",S49-O49,"N/A")			=(IF(V49="N/A",0,V49))+(IF(U49="N/A",0,U49))
37454.5969560185	• • • •		IF(N50="YES",S50-O50,"N/A")	· · · · · · · · · · · · · · · · · · ·		=(IF(V50="N/A",0,V50))+(IF(U50="N/A",0,U50))
37454.5969560185			IF(N51="YES",S51-O51,"N/A")	•		=(IF(V51="N/A",0,V51))+(IF(U51="N/A",0,U51))
37454.5969560185			IF(N52="YES",S52-O52,"N/A")	•		=(IF(V52="N/A",0,V52))+(IF(U52="N/A",0,U52))
37454.5969560185	=I+(+53>R53,ROUND(SUM((((G53/(F53-E53))*(F53-R53))),2),0) =	IF(N53="YES",S53-O53,"N/A")	=IF(T53>0,T53,"N/A")	=IF(N53="NO",S53,"N/A")	=(IF(V53="N/A",0,V53))+(IF(U53="N/A",0,U53))

EXHIBIT

Unearned Revenue for Non AFC

		Difference between Principal & Une		Financed Customers (Amount of Cash Cus	
Date and Time of S&S Original Filin		ers) Rev	enue Customer (To Be included		Bond) TOTAL AMOUNT included in Bond Calculation
37454.5969560185	=IF(F54>R54,ROUND(SUM(((G54/(F54-E54))*(F54-R54))),2),0)	=IF(N54="YES",S54-O54,"N/A")	=IF(T54>0,T54,"N/A")	=IF(N54="NO",S54,"N/A")	=(IF(V54="N/A",0,V54))+(IF(U54="N/A",0,U54))
37454.5969560185	=IF(F55>R55,ROUND(SUM(((G55/(F55-E55))*(F55-R55))),2),0)	=IF(N55="YES",S55-O55,"N/A")	=IF(T55>0,T55,"N/A")	=IF(N55="NO",S55,"N/A")	=(IF(V55="N/A",0,V55))+(IF(U55="N/A",0,U55))
37454.5969560185	=IF(F56>R56,ROUND(SUM(((G56/(F56-E56))*(F56-R56))),2),0)	=IF(N56="YES",S56-O56,"N/A")	=IF(T56>0,T56,"N/A")	=IF(N56="NO",S56,"N/A")	=(IF(V56="N/A",0,V56))+(IF(U56="N/A",0,U56))
37454.5969560185	=IF(F57>R57,ROUND(SUM(((G57/(F57-E57))*(F57-R57))),2),0)	=IF(N57="YES",S57-O57,"N/A")	=IF(T57>0,T57,"N/A")	=(F(N57="NO",S57,"N/A")	=(IF(V57="N/A",0,V57))+(IF(U57="N/A",0,U57))
37454.5969560185	=IF(F5B>R58,ROUND(SUM(((G58/(F58-E58))*(F58-R58))),2),0)	=!F(N58="YES",S58-O58,"N/A")	=IF(T58>0,T58,"N/A")	=IF(N58="NO",S58,"N/A")	=(IF(V58="N/A",0,V58))+(IF(U58="N/A",0,U58))
37454.5969560185	=IF(F59>R59,ROUND(SUM(((G59/(F59-E59))*(F59-R59))),2),0)	=IF(N59="YES",S59-O59,"N/A")	=IF(T59>0,T59,"N/A")	=IF(N59="NO",S59,"N/A")	=(IF(V59="N/A",0,V59))+(IF(U59="N/A",0,U59))
37454.5969560185	=IF(F60>R60,ROUND(SUM(((G60/(F60-E60))*(F60-R60))),2),0)	=IF(N60="YES",S60-O60,"N/A")	=IF(T60>0,T60,"N/A")	=iF(N60="NO",S60,"N/A")	=(IF(V60="N/A",0,V60))+(IF(U60="N/A",0,U60))
37454.5969580185	=IF(F61>R61,ROUND(SUM(((G61/(F61-E61))*(F61-R61))),2),0)	=IF(N61="YES",S61-O61,"N/A")	=IF(T61>0,T61,"N/A")	=IF(N61="NO",S61,"N/A")	'=(IF(V61="N/A",0,V61))+(IF(U61="N/A",0,U61))
37454.5969560185	=IF(F62>R62,ROUND(SUM(((G62/(F62-E62))*(F62-R62))),2),0)	=IF(N62="YES",S62-O62,"N/A")	=IF(T62>0,T62,"N/A")	=IF(N62="NO",S62,"N/A")	=(IF(V62="N/A",0,V62))+(IF(U62="N/A",0,U62))
37454.5969560185	=IF(F63>R63,ROUND(SUM(((G63/(F63-E63))*(F63-R63))),2),0)	=IF(N63="YES",S63-O63,"N/A")	=IF(T63>0,T63,"N/A")	=IF(N63="NO",S63,"N/A")	=(IF(V63="N/A",0,V63))+(IF(U63="N/A",0,U63))
37454.5969560185	=IF(F64>R64,ROUND(SUM(((G64/(F64-E64))*(F64-R64))),2),0)	=IF(N64="YES",S64-O64,"N/A")	=IF(T64>0,T64,"N/A")	11 (1101 110 100 11 110 17	=(IF(V64="N/A",0,V64))+(IF(U64="N/A",0,U64))
37454.5969560185	=IF(F65>R65,ROUND(SUM(((G65/(F65-E65))*(F65-R65))),2),0)	=IF(N65="YES",S65-O65,"N/A")	=IF(T65>0,T65,"N/A")	=1F(N65="NO",S65,"N/A")	=(IF(V65="N/A",0,V65))+(IF(U65="N/A",0,U65))
37454.5969560185	=IF(F66>R66,ROUND(SUM(((G66/(F66-E66)))*(F66-R66))),2),0)	=IF(N66="YES",S66-O66,"N/A")	=IF(T66>0,T66,"N/A")	=IF(N66="NO",S66,"N/A")	=(IF(V66="N/A",0,V66))+(IF(U66="N/A",0,U66))
37454.5969560185	=IF(F67>R67,ROUND(SUM(((G67/(F67-E67))*(F67-R67))),2),0)	=IF(N67="YES",S67-O67,"N/A")	=IF(T67>0,T67,"N/A")	=IF(N67="NO",S67,"N/A")	=(IF(V67="N/A",0,V67))+(IF(U67="N/A",0,U67))
37454.5969560185	=IF(F68>R68,ROUND(SUM(((G68/(F68-E68))*(F68-R68))),2),0)	=IF(N68="YES",S68-O68,"N/A")	=IF(T68>0,T68,"N/A")	=IF(N68="NO",S68,"N/A")	=(IF(V68="N/A",0,V68))+(IF(U68="N/A",0,U68))
37454.5969560185	=IF(F69>R69,ROUND(SUM(((G69/(F69-E69))*(F69-R69))),2),0)	=IF(N69="YES",S69-O69,"N/A")	=IF(T69>0,T69,"N/A")	=IF(N69="NO",S69,"N/A")	=(IF(V69="N/A",0,V69))+(IF(U69="N/A",0,U69))
37454,5969560185	=IF(F70>R70,ROUND(SUM(((G70/(F70-E70))*(F70-R70))),2),0)	=IF(N70="YES",S70-O70,"N/A")	=IF(T70>0,T70,"N/A")	=IF(N70="NO",S70,"N/A")	=(IF(V70="N/A",0,V70))+(IF(U70="N/A",0,U70))
37454.5969560185	=IF(F71>R71,ROUND(SUM(((G71/(F71-E71))*(F71-R71))),2),0)	=iF(N71="YES",S71-O71,"N/A")	=IF(T71>0,T71,"N/A")	=IF(N71="NO",S71,"N/A")	=(IF(V71="N/A",0,V71))+(IF(U71="N/A",0,U71))
37454.5969560185	=IF(F72>R72,ROUND(SUM(((G72/(F72-E72))*(F72-R72))),2),0)	=IF(N72="YES",S72-O72,"N/A")	=IF(T72>0,T72,"N/A")	=IF(N72="NO",S72,"N/A")	=(IF(V72="N/A",0,V72))+(IF(U72="N/A",0,U72))
37454.5969560185	=IF(F73>R73,ROUND(SUM(((G73/(F73-E73))*(F73-R73))),2),0)	=IF(N73="YES",S73-O73,"N/A")	=IF(T73>0,T73,"N/A")	=IF(N73="NO",S73,"N/A")	=(IF(V73="N/A",0,V73))+(IF(U73="N/A",0,U73))
37454.5969560185	=IF(F74>R74,ROUND(SUM(((G74/(F74-E74))*(F74-R74))),2),0)	=IF(N74="YES",S74-O74,"N/A")	=IF(T74>0,T74,"N/A")	=IF(N74="NO",S74,"N/A"-)	=(IF(V74="N/A",0,V74))+(IF(U74="N/A",0,U74))
37454.5969560185	=1F(F75>R75,ROUND(SUM(((G75/(F75-E75))*(F75-R75))),2),0)	=IF(N75="YES",S75-O75,"N/A")	=IF(T75>0,T75,"N/A")	=IF(N75="NO",S75,"N/A")	=(IF(V75="N/A",0,V75))+(IF(U75="N/A",0,U75))
37454.5969560185	=IF(F76>R76,ROUND(SUM(((G76/(F76-E76))*(F76-R76))),2),0)	=IF(N76="YES",S76-O76,"N/A")	=IF(T76>0,T76,"N/A")	=IF(N76="NO",S76,"N/A")	=(IF(V76="N/A",0,V76))+(IF(U76="N/A",0,U76))
37454.5969560185	=IF(F77>R77,ROUND(SUM(((G77/(F77-E77))*(F77-R77))),2),0)	=IF(N77="YES",S77-O77,"N/A")	=iF(T77>0,T77,"N/A")	=iF(N77="NO",S77,"N/A")	=(IF(V77="N/A",0,V77))+(IF(U77="N/A",0,U77))
37454.5969560185	=IF(F78>R78,ROUND(SUM(((G78/(F78-E78))*(F78-R78))),2),0)	=IF(N78="YES",S78-O78,"N/A")	=IF(T78>0,T78,"N/A")	=1F(N78="NO",S78,"N/A")	=(IF(V78="N/A",0,V78))+(IF(U78="N/A",0,U78))
37454.5969560185	=IF(F79>R79,ROUND(SUM(((G79/(F79-E79))*(F79-R79))),2),0)	=IF(N79="YES",S79-O79,"N/A")	=IF(T79>0,T79,"N/A")	=IF(N79="NO",S79,"N/A")	=(IF(V79="N/A",0,V79))+(IF(U79="N/A",0,U79))
37454.5969560185	=IF(F80>R80,ROUND(SUM(((G80/(F80-E80))*(F80-R80))),2),0)	=IF(N80="YES",S80-O80,"N/A")	=IF(T80>0,T80,"N/A")	=IF(N80="NO",S80,"N/A")	=(IF(V80="N/A",0,V80))+(IF(U80="N/A",0,U80))
37454,5969560185	=IF(F81>R81,ROUND(SUM(((G81/(F81-E81))*(F81-R81))),2),0)	=IF(N81="YES",S81-O81,"N/A")	=1F(T81>0,T81,"N/A")	=IF(NB1="NO",SB1,"N/A")	=(IF(V81="N/A",0,V81))+(IF(U81="N/A",0,U81))
37454.5969560185	=IF(F82>R82,ROUND(SUM(((G82/(F82-E82))*(F82-R82))),2),0)	=IF(N82="YES",S82-O82,"N/A")	=IF(T82>0,T82,"N/A")	=IF(N82="NO",S82,"N/A")	=(IF(V82="N/A",0,V82))+(IF(U82="N/A",0,U82))
	=IF(F83>R83,ROUND(SUM(((G83/(F83-E83))*(F83-R83))),2),0)	=IF(N83="YES",S83-O83,"N/A")	=IF(T83>0,T83,"N/A")	=IF(N83="NO",S83,"N/A")	=(IF(V83="N/A",0,V83))+(IF(U83="N/A",0,U83))
37454.5969560185	=IF(F84>R84,ROUND(SUM(((G84/(F84-E84))*(F84-R84))),2),0)	=IF(N84="YES",S84-O84,"N/A")	=IF(T84>0,T84,"N/A")	=IF(N84="NO",S84,"N/A")	=(IF(V84="N/A",0,V84))+(IF(U84="N/A",0,U84))
37454.5969560185	=IF(F85>R85,ROUND(SUM(((G85/(F85-E85))*(F85-R85))),2),0)	=IF(N85="YES",S85-O85,"N/A")	=1F(T85>0,T85,"N/A")	=!F(N85="NO",S85,"N/A")	=(IF(V85="N/A",0,V85))+(IF(U85="N/A",0,U85))
	=IF(F86>R86,ROUND(SUM(((G86/(F86-E86))*(F86-R86))),2),0)	=IF(N86="YES",S86-O86,"N/A")	=IF(T86>0,T86,"N/A")	=IF(N86="NO",S86,"N/A")	=(IF(V86="N/A",0,V86))+(IF(U86="N/A",0,U86))
	=IF(F87>R87,ROUND(SUM(((G87/(F87-E87))*(F87-R87))),2),0)	=IF(N87="YES",S87-O87,"N/A")	=IF(T87>0,T87,"N/A")	=iF(N87="NO",S87,"N/A")	=(IF(V87="N/A",0,V87))+(IF(U87="N/A",0,U87))
37454,5969560185	=IF(F88>R88,ROUND(SUM(((G88/(F88-E88))*(F88-R88))),2),0)	=IF(N88="YES",S88-O88,"N/A")	=1F(T88>0,T88,"N/A")	=IF(N88="NO",S88,"N/A")	=(IF(V88="N/A",0,V88))+(IF(U88="N/A",0,U88))
	=IF(F89>R89,ROUND(SUM(((G89/(F89-E89))*(F89-R89))),2),0)	=IF(N89="YES",S89-O89,"N/A")	=IF(T89>0,T89,"N/A")	=IF(N89="NO",S89,"N/A")	=(IF(V89="N/A",0,V89))+(IF(U89="N/A",0,U89))
37454.5969560185	=IF(F90>R90,ROUND(SUM(((G90/(F90-E90))*(F90-R90))),2),0)	=IF(N90="YES",S90-O90,"N/A")	=IF(T90>0,T90,"N/A")	-=IF(N90="NO",S90,"N/A")	=(IF(V90="N/A",0,V90))+(IF(U90="N/A",0,U90))
37454.5969560185	=IF(F91>R91,ROUND(SUM(((G91/(F91-E91))*(F91-R91))),2),0)	=IF(N91="YES",S91-O91,"N/A")	=IF(T91>0,T91,"N/A")	=IF(N91="NO",S91,"N/A")	=(IF(V91="N/A",0,V91))+(IF(U91="N/A",0,U91))
37454.5969560185	=!F(F92>R92,ROUND(SUM(((G92/(F92-E92))*(F92-R92))),2),0)	=IF(N92="YES",S92-O92,"N/A")	=IF(T92>0,T92,"N/A")	=IF(N92="NO",S92,"N/A")	=(IF(V92="N/A",0,V92))+(IF(U92="N/A",0,U92))
37454.5969560185	=IF(F93>R93,ROUND(SUM(((G93/(F93-E93))*(F93-R93))),2),0)	=!F(N93="YES",S93-O93,"N/A")	=IF(T93>0,T93,"N/A")	=IF(N93="NO",S93,"N/A")	=(IF(V93="N/A",0,V93))+(IF(U93="N/A",0,U93))
37454.5969560185	=IF(F94>R94,ROUND(SUM(((G94/(F94-E94))*(F94-R94))),2),0)	=IF(N94="YES",S94-O94,"N/A")	=IF(T94>0,T94,"N/A")	=1F(N94="NO",S94,"N/A")	=(IF(V94="N/A",0,V94))+(IF(U94="N/A",0,U94))
37454.5969560185	=IF(F95>R95,ROUND(SUM(((G95/(F95-E95))*(F95-R95))),2),0)	=IF(N95="YES",S95-O95,"N/A")	=IF(T95>0,T95,"N/A")	=IF(N95="NO",S95,"N/A")	=(IF(V95="N/A",0,V95))+(IF(U95="N/A",0,U95))
37454.5969560185	=IF(F96>R96,ROUND(SUM(((G96/(F96-E96))*(F96-R96))),2),0)	=IF(N96="YES",S96-O96,"N/A")	=IF(T96>0,T96,"N/A")	=IF(N96="NO",S96,"N/A")	=(IF(V96="N/A",0,V96))+(IF(U96="N/A",0,U96))
37454.5969560185	=IF(F97>R97,ROUND(SUM(((G97/(F97-E97))*(F97-R97))),2),0)	=IF(N97="YES",S97-O97,"N/A")	=IF(T97>0,T97,"N/A")	=IF(N97="NO",S97,"N/A")	=(IF(V97="N/A",0,V97))+(IF(U97="N/A",0,U97))
37454.5969560185	=IF(F98>R98,ROUND(SUM(((G98/(F98-E98))*(F98-R98))),2),0)	=IF(N98="YES",S98-O98,"N/A")	=IF(T98>0,T98,"N/A")	=IF(N98="NO",S98,"N/A")	=(IF(V98="N/A",0,V98))+(IF(U98="N/A",0,U98))
37454.5969560185	=IF(F99>R99,ROUND(SUM(((G99/(F99-E99))*(F99-R99))),2),0)	=IF(N99="YES",S99-O99,"N/A")	=IF(T99>0,T99,"N/A")	=IF(N99="NO",S99,"N/A")	=(IF(V99="N/A",0,V99))+(IF(U99="N/A",0,U99))
37454.5969560185	=IF(F100>R100,ROUND(SUM(((G100/(F100-E100))*(F100-R100))),2),0)	=IF(N100="YES",S100-O100,"N/A")	=IF(T100>0,T100,"N/A")	=IF(N100="NO",S100,"N/A")	=(IF(V100="N/A",0,V100))+(IF(U100="N/A",0,U100))
37454.5969560185	=IF(F101>R101,ROUND(SUM(((G101/(F101-E101))*(F101-R101))),2),0)	=IF(N101="YES",S101-O101,"N/A")	=IF(T101>0,T101,"N/A")	=IF(N101="NO",S101,"N/A")	=(IF(V101="N/A",0,V101))+(IF(U101="N/A",0,U101))
37454.5969560185	=IF(F102>R102,ROUND(SUM(((G102/(F102-E102))*(F102-R102))),2),0)	=IF(N102="YES",S102-O102,"N/A")	=IF(T102>0,T102,"N/A")	=IF(N102="NO",S102,"N/A")	=(IF(V102="N/A",0,V102))+(IF(U102="N/A",0,U102))
	=IF(F103>R103,ROUND(SUM(((G103/(F103-E103))*(F103-R103))),2),0)	=IF(N103="YES",S103-O103,"N/A")	=IF(T103>0,T103,"N/A")	=IF(N103="NO",S103,"N/A")	=(IF(V103="N/A",0,V103))+(IF(U103="N/A",0,U103))
37454.5969560185	=IF(F104>R104,ROUND(SUM(((G104/(F104-E104))*(F104-R104))),2),0)	=IF(N104="YES",S104-O104,"N/A")	=IF(T104>0,T104,"N/A")	=IF(N104="NO",S104,"N/A")	=(IF(V104="N/A",0,V104))+(IF(U104="N/A",0,U104))

=(IF(V145="N/A",0,V145))+(IF(U145="N/A" =(IF(V147="N/A",0,V147))+(IF(U147="N/A" =(IF(V153="N/A",0,V153))+(IF(U153="N/A" =(IF(V154="N/A",0,V154))+(IF(U154="N/A" Bond) At-Risk Potion of AFC Financed Customers (Amount of Cash Custo Customer (To Be included in Bond) "IF(N105="NO",S105,"N/A" "IF(N107="NO",S107,"N/A" =IF(N108="NO",S108,"N/A" "IF(N110="NO",S110,"N/A" =IF(N114="NO",S114,"N/A" =IF(N123="NO",S123,"\u/A" =IF(N126="NO",S126,"N/A" "IF(N143="NO",S143,"N/A" "F(N147="NO",S147,"N/A", "IF(N148="NO",S148,"N/A" =IF(N154="NO",S154,"N/A") =IF(N106="NO",S106,"N/A" =!F(N109="NO",S109,"N/A" "IF(N111="NO",S111,"N/A" =IF(N112="NO",S112,"N/A" "IF(N113="NO",S113,"N/A" =IF(N115="NO",S115,"N/A" =IF(N116="NO",S116,"N/A" =IF(N117="NO",S117,"N/A" =IF(N118="NO",S118,"N/A" =IF(N119="NO",S119,"N/A" =IF(N120="NO",S120,"N/A" =IF(N121="NO",S121,"WA" =IF(N122="NO",S122,"N/A" =!F(N124="NO",S124,"N/A" =IF(N125="NO",S125,"N/A" =IF(N127="NO",S127,"N/A" "IF(N128="NO",S128,"N/A" =IF(N129="NO",S129,"N/A" "IF(N130="NO",S130,"N/A" =IF(N131="NO",S131,"N/A" =IF(N132="NO",S132,"N/A" =IF(N133="NO",S133,"N/A" =IF(N134="NO",S134,"N/A" =IF(N135="NO",S135,"N/A" =IF(N136="NO",S136,"N/A" =IF(N137="NO",S137,"N/A" =IF(N138="NO",S138,"N/A" "IF(N139="NO",S139,"N/A" "F(N140="NO",S140,"N/A" "F(N141="NO",S141,"N/A" =IF(N142="NO",S142,"N/A" "IF(N144="NO",S144,"N/A" "F(N145="NO",S145,"N/A" =IF(N146="NO",S146, "N/A" :IF(N149="NO",S149,"N/A" "IF(N150="NO",S150,"N/A" =IF(T105>0,T105,"N/A") "=IF(T107'>0,T107,"N/A") =IF(T108>0,T108,"N/A") =IF(T109>0,T109,"N/A") =IF(T106>0,T106,"WA") =IF(T110>0,T110,"N/A") =IF(T111>0,T111,"N/A") =IF(T115>0,T115,"N/A") =IF(T116>0,T116,"N/A") =IF(T117>0,T117,"N/A") =IF(T118>0,T118,"N/A") =IF(T119>0,T119,"N/A") =IF(T124>0,T124,"N/A") =IF(T126>0,T126,"N/A") =IF(T127>0,T127,"N/A") =IF(T128>0,T128,"WA") =IF(T112>0,T112,"N/A") =IF(T113>0,T113,"N/A") =IF(T114>0,T114,"N/A") =IF(T120>0,T120,"N/A") =IF(T121>0,T121,"N/A") =IF(T122>0,T122,"N/A") =IF(T123>0,T123,"N/A") =IF(T125>0,T125,"N/A") =IF(T129>0,T129,"N/A") =IF(T130>0,T130,"N/A") =IF(T131>0,T131,"N/A") =IF(T132>0,T132,"N/A") =IF(T133>0,T133,"N/A") =IF(T134>0,T134,"N/A") =IF(T135>0,T135,"N/A") =IF(T136>0,T136,"N/A") =IF(T137>0,T137,"N/A") =IF(T138>0,T138,"N/A") =IF(T139>0,T139,"N/A") =IF(T140>0,T140,"N/A") =IF(T141>0,T141,"N/A") =IF(T142>0,T142,"N/A") =iF(T143>0,T143,"N/A") =IF(T144>0,T144,"N/A") =IF(T146>0,T146,"N/A") =IF(T145>0,T145,"N/A") =IF(T148>0,T148,"N/A") =IF(T149>0,T149,"N/A") "F(T154>0,T154,"N/A") Difference between Principal & Unearned =IF(N107="YES",S107-O107,"N/A") =IF(N105="YES",S105-O105,"N/A") =IF(N111="YES",S111-O111,"N/A") =IF(N113="YES",S113-O113,"N/A") =!F(N106="YES",S106-O106,"N/A") =IF(N108="YES",S108-O108,"N/A") =IF(N109="YES",S109-O109,"N/A") =IF(N110="YES",S110-0110,"N/A") =IF(N112="YES",S112-0112,"N/A") =IF(N114="YES",S114-O114,"N/A") =IF(N115="YES",S115-O115,"N/A") =iF(N116="YES",S116-O116,"N/A") =IF(N117="YES",S117-0117,"NA") =IF(N118="YES",S118-O118,"N/A") =IF(N119="YES",S119-O119,"N/A") =IF(N120="YES",S120-O120,"N/A") =IF(N121="YES",S121-0121,"N/A") =IF(N122="YES",S122-0122,"N/A") =IF(N123="YES",S123-O123,"N/A") =IF(N124="YES",S124-O124,"N/A") =¡F(N125="YES",S125-0125,"N/A") =IF(N128="YES",S126-0126,"N/A") =IF(N127="YES",S127-O127,"N/A") =IF(N128="YES",S128-0128,"N/A") =IF(N129="YES",S129-0129,"N/A") =IF(N130="YES",S130-O130,"N/A") =IF(N131="YES",S131-0131,"N/A") =IF(N132="YES",S132-0132,"N/A") =IF(N133="YES",S133-O133,"N/A") =IF(N134="YES",S134-0134,"N/A") =IF(N135="YES",S135-0135,"N/A") =IF(N136="YES",S136-0136,"N/A") =IF(N137="YES",S137-O137,"N/A") =IF(N138="YES",S138-O138,"N/A") "IF(N139="YES",S139-O139,"N/A") =IF(N140="YES",S140-0140,"WA") =IF(N141="YES".S141-0141."N/A") =IF(N142="YES",S142-0142,"N/A") =IF(N143="YES",S143-0143,"N/A") =!F(N145="YES",S145-0145,"N/A") =IF(N144="YES",S144-0144,"N/A") =!F(N146="YES",S146-0146,"N/A") =IF(N147="YES",S147-0147,"N/A") =IF(N148="YES",S148-O148,"N/A") =IF(N149="YES",S149-O149,"N/A") "IF(N150="YES",S150-O150,"N/A" =IF(N151="YES",S151-0151,"N/A" =IF(N152="YES",S152-0152,"N/A" =IF(N154="YES",S154-0154,"N/A" =IF(N153="YES",S153-0153,"N/A" Staff Calculated Unearned Income (all Customers) =!F(F119>R119,ROUND(SUM(((G119/(F119-E119))*(F119-R119))),2),0) =|F(F105>R105,ROUND(SUM((G105/(F105-E105))*(F105-R105))),2),0) =IF(F106>R106,ROUND(SUM(((G106/(F106-E106))*(F106-R106))),2),0) =IF(F107>R107,ROUND(SUM(((G107/(F107-E107))*(F107-R107))),2),0) =!F(F108>R108,ROUND(SUM(((G108/(F108-E108))*(F108-R108))),2),0) =IF(F109>R109,ROUND(SUM(((G109/(F109-E109))*(F109-R109))),2),0) =IF(F110>R110,ROUND(SUM(((G110/(F110-E110))*(F110-R110))),2),0) :IF(F111>R111,ROUND(SUM(((G111/(F111-E111))*(F111-R111))),2),0) =IF(F112>R112,ROUND(SUM(((G112/(F112-E112))*(F112-R112))),2),0) =IF(F113>R113,ROUND(SUM(((G113/(F113-E113))*(F113-R113))),2),0) =IF(F114>R114,ROUND(SUM(((G114/(F114-E114))*(F114-R114))),2),0) IF(F115>R115,ROUND(SUM((G115/(F115-E115))*(F115-R115))),2),0) :IF(F116>R116,ROUND(SUM(((G116/(F116-E116))*(F116-R116))),2),0) =IF(F117>R117,ROUND(SUM(((G117)(F117-E117))*(F117-R117))),2),0) =IF(F118>R118,ROUND(SUM(((G118/(F118-E118))*(F118-R118))),2),0) =IF(F120>R120,ROUND(SUM(((G120/(F120-E120))*(F120-R120))),2),0) =IF(F121>R121,ROUND(SUM(((G1211(F121-E121))*(F121-R121))),2),0) =IF(F122>R122;ROUND(SUM(((G122/(F122-E122))*(F122-R122))),2),0) =IF(F123>R123,ROUND(SUM(((G123)(F123-E123))*(F123-R123))),2),0) =IF(F124>R124,ROUND(SUM(((G124/(F124-E124))*(F124-R124))),2),0) =IF(F125>R125,ROUND(SUM(((G125/(F125-E125))*(F125-R125))),2),0) =IF(F126>R126,ROUND(SUM(((G126/F126-E126))*(F126-R126))),2),0) =IF(F127>R127,ROUND(SUM(((G127/(F127-E127))*(F127-R127)),2),0) =IF(F128>R128,ROUND(SUM(((G128/(F128-E128))*(F128-R128))),2),0) =IF(F129>R129,ROUND(SUM(((G129/F129-E129))*(F129-R129))),2),0) =IF(F130>R130,ROUND(SUM(((G130/(F130-E130))*(F130-R130))),2),0) =IF(F131>R131,ROUND(SUM(((G131)(F131-E131))*(F131-R131))),2),0) =IF(F132>R132,ROUND(SUM(((G132/(F132-E132))*(F132-R132))),2),0) =IF(F133>R133,ROUND(SUM(((G133/(F133-E133))*(F133-R133))),2),0) =IF(F134>R134,ROUND(SUM(((G134/(F134-E134))*(F134-R134))),2),0) =IF(F135>R135,ROUND(SUM(((G135/(F135-E135))*(F135-R135))),2),0) =IF(F136>R136,ROUND(SUM(((G136/F136-E136))*(F136-R136))),2),0) =IF(F137>R137,ROUND(SUM(((G137/(F137-E137))*(F137-R137))),2),0) =IF(F138>R138,ROUND(SUM(((G138/(F138-E138))*(F138-R138))),2),0) =IF(F140>R140,ROUND(SUM(((G140)(F140-E140))*(F140-R140))),2),0) =IF(F141>R141,ROUND(SUM(((G141/(F141-E141))*(F141-R141))),2),0) =IF(F142>R142,ROUND(SUM(((G142)(F142-E142))*(F142-R142))),2),0) =IF(F143>R143,ROUND(SUM((G143/(F143-E143))*(F143-R143))),2),0) =IF(F139>R139,ROUND(SUM(((G139/(F139-E139))*(F139-R139))),2),0) =IF(F144>R144,ROUND(SUM(((G144/(F144-E144))*(F144-R144))),2),0) =IF(F145>R145,ROUND(SUM(((G145/(F145-E145))*(F145-R145))),2),0) =IF(F146>R146,ROUND(SUM(((G146/F146-E146))*(F146-R146))),2),0) =IF(F147>R147,ROUND(SUM(((G147)(F147-E147))*(F147-R147))),2),0) =IF(F148>R148,ROUND(SUM(((G148/F148-E148))*(F148-R148))),2),0) =IF(F149>R149,ROUND(SUM((G149/(F149-E149))*(F149-R149))),2),0) =IF(F150>R150,ROUND(SUM(((G150/(F150-E150))*(F150-R150))),2),0) =IF(F151>R151,ROUND(SUM((G151/(F151-E151))*(F151-R151))),(2),0) =IF(F152>R152,ROUND(SUM(((G152/(F152-E152))*(F152-R152))),2),0) =IF(F153>R153,ROUND(SUM((G153/(F153-E153))*(F153-R153))),2),0) =!F(F154>R154,ROUND(SUM(((G154/(F154-E154))*(F154-R154))),,2),0) Date and Time of S&S Original Filing 37454.5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454.5969560185 37454,5969560185 37454.5969560185 37454.5969560185 37454.5969560185 37454,5969560185 37454.5969560185 37454,5969560185 37454,5969560185 37454.5969560185 37454,5969560185 37454,5969560185 37454.5969560185 37454,5969560185 37454.5969560185 37454,5969560185 37454.5969560185 37454.5969560185 37454,5969560185 37454,5969560185 37454.5969560185 37454,5969560185 37454.5969560185 37454.5989560185 37454,5969560185 37454.5969560185 37454.5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454,5969560185 37454.5969560185 37454,5969560185 37454.5969560185 37454,5969560185

Unearned Revenue for Non AFC

TOTAL AMOUNT Included in Bond Calculation =(IF(V105="N/A",0,V105))+(IF(U105="N/A",0,U105)) =(IF(V106="N/A",0,V106))+(IF(U106="N/A",0,U106)) =(IF(V107="N/A",0,V107))+(IF(U107="N/A",0,U107))

=(IF(V109="N/A",0,V109))+(IF(U109="N/A",0,U109)) =(IF(V110="N/A",0,V110))+(IF(U110="N/A",0,U110)) =(IF(V111="N/A",0,V111))+(IF(U111="N/A",0,U111)) =(IF(V112="N/A",0,V112))+(IF(U112="N/A",0,U112)) =(IF(V113="N/A",0,V113))+(IF(U113="N/A",0,U113)) =(IF(V114="N/A",0,V114))+(IF(U114="N/A",0,U114)) =(IF(V115="N!A",0,V115))+(IF(U115="N/A",0,U115)) =(IF(V116="N/A",0,V116))+(IF(U116="N/A",0,U116)) =(IF(V141="N/A",0,V141))+(IF(U141="N/A",0,U141)) =(IF(V142="N/A",0,V142))+(IF(U142="N/A",0,U142)) =(IF(V143="N/A",0,V143))+(IF(U143="N/A",0,U143)) =(IF(V144="N/A",0,V144))+(IF(U144="N/A",0,U144)) ,0,U145)) =(IF(V151="N/A",0,V151))+(IF(U151="N/A",0,U151)) =(IF(V108="N/A",0,V108))+(IF(U108="N/A",0,U108) =(IF(V118="N/A",0,V118))+(IF(U118="N/A",0,U118)) =(IF(V119="N/A",0,V119))+(IF(U119="N/A",0,U119)) =(IF(V120="N/A",0,V120))+(IF(U120="N/A",0,U120)) =(IF(V124="N/A",0,V124))+(IF(U124="N/A",0,U124) =(IF(V125="N/A",0,V125))+(IF(U125="N/A",0,U125)) =(IF(V126="NIA",0,V126))+(IF(U126="NIA",0,U126)) =(IF(V128="N/A",0,V128))+(IF(U128="N/A",0,U128)) =(IF(V130="N/A",0,V130))+(IF(U130="N/A",0,U130)) =(IF(V132="N/A",0,V132))+(IF(U132="N/A",0,U132)) =(IF(V133="N/A",0,V133))+(IF(U133="N/A",0,U133)) =(IF(V134="N/A",0,V134))+(IF(U134="N/A",0,U134)) =(IF(V135="N/A",0,V135))+(IF(U135="N/A",0,U135)) =(IF(V136="N/A",0,V136))+(IF(U136="N/A",0,U136)) =(IF(V138="N/A",0,V138))+(IF(U138="N/A",0,U138)) =(IF(V139="N/A",0,V139))+(IF(U139="N/A",0,U139)) =(IF(V140="N/A",0,V140))+(IF(U140="N/A",0,U140)) =(IF(V146="N/A",0,V146))+(IF(U146="N/A",0,U146)) =(IF(V148="N/A",0,V148))+(IF(U148="N/A",0,U148)) =(IF(V149="N/A",0,V149))+(IF(U149="N/A",0,U149) =(IF(V150="N/A",0,V150))+(IF(U150="N/A",0,U150) =(IF(V152="N/A",0,V152))+(IF(U152="N/A",0,U152); =(IF(V117="N/A",0,V117))+(IF(U117="N/A",0,U117) =(IF(V121="N/A",0,V121))+(IF(U121="N/A",0,U121) =(IF(V122="N/A",0,V122))+(IF(U122="N/A",0,U122) =(IF(V123="N/A",0,V123))+(IF(U123="N/A",0,U123) =(IF(V127="N/A",0,V127))+(IF(U127="N/A",0,U127) =(IF(V129="N/A",0,V129))+(IF(U129="N/A",0,U129) =(IF(V131="N/A",0,V131))+(IF(U131="N/A",0,U131) =(IF(V137="N/A",0,V137))+(IF(U137="N/A",0,U137)

=(IF(V155="N/A",0,V155))+(IF(U155="N/A",0,U155))

"H(N155="NO",S155,"N/A")

(F(T155>0,T155,"N/A")

=IF(N155="YES",S155-O155,"N/A")

IF(F155>R155,ROUND(SUM((G155/(F155-E155))*(F155-R155))),2),0)

37454,5969560185

Uncarned Revenue for Non AFC

| Terrance between Principal & Uncarned | At-Rick Polion of AEC Finance | Customer (Amount of Cash Customer)

		Difference between Principal	& Unearned			Customers (Amount of Cash (
Date and Time of S&S Original Fili		5)	Revenue	Customer (To	Be Included in Bond)		•	OTAL AMOUNT Included in Bond Calculation
37454.5969560185	=IF(F156>R156,ROUND(SUM(((G156/(F156-E156)))*(F156-R156))),2),0)	=IF(N156="YES",S156-O156,"N/A")		=IF(T156>0,T156,"N	'A")	=IF(N156="NO",S156,"N/A")		N/A",0,V156))+(IF(U156="N/A",0,U156))
37454.5969560185	=IF(F157>R157,ROUND(SUM(((G157/(F157-E157))*(F157-R157))),2),0)	=IF(N157="YES",S157-O157,"N/A")		=IF(T157>0,T157,"N	'A")	=IF(N157="NO",S157,"N/A")		N/A",0,V157))+(IF(U157="N/A",0,U157))
37454.5969560185	=IF(F158>R158,ROUND(SUM(((G158/(F158-E158))*(F158-R158))),2),0)	=IF(N158="YES",S158-O158,"N/A")	=	=IF(T158>0,T158,"N	'A")	=IF(N158="NO",S158,"N/A")	=(IF(V158="	N/A",0,V158))+(IF(U158="N/A",0,U158))
37454.5969560185	=IF(F159>R159,ROUND(SUM(((G159/(F159-E159))*(F159-R159))),2),0)	=IF(N159="YES",S159-O159,"N/A")		=IF(T159>0,T159,"N	'A")	=IF(N159="NO",S159,"N/A")	=(IF(V159="	N/A",0,V159))+(IF(U159="N/A",0,U159))
37454.5969560185	=IF(F160>R160,ROUND(SUM(((G160/(F160-E160))*(F160-R160))),2),0)	=IF(N160="YES",S160-O160,"N/A")	=	=IF(T160>0,T160,"N	'A")	=IF(N160="NO",S160,"N/A")	=(IF(V160="	N/A",0,V160))+(IF(U160="N/A",0,U160))
37454.5969560185	=IF(F161>R161,ROUND(SUM(((G161/(F161-E161))*(F161-R161))),2),0)	=IF(N161="YES",S161-O161,"N/A")		=IF(T161>0,T161,"N	'A")	=IF(N161="NO",S161,"N/A")	=(IF(V161="	N/A",0,V161))+(IF(U161="N/A",0,U161))
37454.5969560185	=IF(F162>R162,ROUND(SUM(((G162/(F162-E162))*(F162-R162))),2),0)	=IF(N162="YES",S162-O162,"N/A")	=	=IF(T162>0,T162,"N	A")	=IF(N162="NO",S162,"N/A")	=(IF(V162="	N/A",0,V162))+(IF(U162="N/A",0,U162))
37454.5969560185	=IF(F163>R163,ROUND(SUM(((G163/(F163-E163))*(F163-R163))),2),0)	=IF(N163="YES",S163-O163,"N/A")	=	=!F(T163>0,T163,"N	A")	=IF(N163="NO",S163,"N/A")	=(IF(V163="	N/A",0,V163))+(IF(U163="N/A",0,U163))
37454.5969560185	=iF(F164>R164,ROUND(SUM(((G164/(F164-E164))*(F164-R164))),2),0)	=IF(N164="YES",S164-O164,"N/A")	=	=IF(T164>0,T164,"N	A")	=IF(N164="NO",S164,"N/A")	=(IF(V164="	N/A",0,V164))+(IF(U164="N/A",0,U164))
37454.5969560185	=IF(F165>R165,ROUND(SUM(((G165/(F165-E165))*(F165-R165))),2),0)	=IF(N165="YES",S165-O165,"N/A")		=IF(T165>0,T165,"N	A ")	=IF(N165="NO",S165,"N/A")	=(IF(V165="	N/A",0,V165))+(IF(U165="N/A",0,U165))
37454,5969560185	=IF(F166>R166,ROUND(SUM(((G166/(F166-E166))*(F166-R166))),2),0)	=IF(N166="YES",S166-O166,"N/A")	=	=IF(T166>0,T166,"N	A")	=IF(N166="NO",S166,"N/A")	=(IF(V166="	N/A",0,V166))+(IF(U166="N/A",0,U166))
37454.5969560185	=IF(F167>R167,ROUND(SUM(((G167/(F167-E167))*(F167-R167))),2),0)	=IF(N167="YES",S167-O167,"N/A")	=	=IF(T167>0,T167,"N/	A")	=IF(N167="NO",S167,"N/A")	=(IF(V167="	N/A",0,V167))+(IF(U167="N/A",0,U167))
37454.5969560185	=IF(F168>R168,ROUND(SUM(((G168/(F168-E168))*(F168-R168))),2),0)	=IF(N168="YES",S168-O168,"N/A")	=	=IF(T168>0,T168,"N/	A")	=IF(N168="NO",S168,"N/A")	=(IF(V168="	N/A",0,V168))+(IF(U168="N/A",0,U168))
37454.5969560185	=IF(F169>R169,ROUND(SUM(((G169/(F169-E169))*(F169-R169))),2),0)	=IF(N169="YES",S169-O169,"N/A")	=	:IF(T169>0,T169,"N/	A")	=IF(N169="NO",S169,"N/A")	=(IF(V169="	N/A",0,V169))+(IF(U169="N/A",0,U169))
37454.5969560185	=iF(F170>R170,ROUND(SUM(((G170/(F170-E170))*(F170-R170))),2),0)	=IF(N170="YES",S170-O170,"N/A")	=	:IF(T170>0,T170,"N/	A")	=IF(N170="NO",S170,"N/A")	=(IF(V170="	N/A",0,V170))+(IF(U170="N/A",0,U170))
37454.5969560185	=IF(F171>R171,ROUND(SUM(((G171/(F171-E171))*(F171-R171))),2),0)	=IF(N171="YES",S171-O171,"N/A")	=	:IF(T171>0,T171,"N/	A")	=iF(N171="NO",S171,"N/A" }	=(IF(V171="	N/A",0,V171))+(IF(U171="N/A",0,U171))
37454.5969560185	=IF(F172>R172,ROUND(SUM(((G172/(F172-E172))*(F172-R172))),2),0)	=IF(N172="YES",S172-O172,"N/A")	=	:IF(T172>0,T172,"N/	A")	=!F(N172="NO",S172,"N/A")	=(IF(V172="	N/A",0,V172))+(IF(U172="N/A",0,U172))
37454.5969560185	=IF(F173>R173,ROUND(SUM(((G173/(F173-E173))*(F173-R173))),2),0)	=IF(N173="YES",S173-O173,"N/A")	-	IF(T173>0,T173,"N/	A")	=iF(N173="NO",S173,"N/A")	=(IF(V173="	N/A",0,V173))+(IF(U173="N/A",0,U173))
37454.5969560185	=!F(F174>R174,ROUND(SUM(((G174/(F174-E174))*(F174-R174))),2),0)	=IF(N174="YES",S174-O174,"N/A")	=	:IF(T174>0,T174,"N/	A")	=IF(N174="NO",S174,"N/A")	=(IF(V174="	N/A",0,V174))+(IF(U174="N/A",0,U174))
37454.5969560185	=IF(F175>R175,ROUND(SUM(((G175/(F175-E175))*(F175-R175))),2),0)	=IF(N175="YES",S175-O175,"N/A")	=	IF(T175>0,T175,"N/	A")	=IF(N175="NO",S175,"N/A")	=(IF(V175="	N/A",0,V175))+(IF(U175="N/A",0,U175))
37454.5969560185	=IF(F176>R176,ROUND(SUM(((G176/(F176-E176))*(F176-R176))),2),0)	=IF(N176="YES",S176-O176,"N/A")	-	:IF(T176>0,T176,"N/	A")	=IF(N176="NO",S176,"N/A")	=(IF(V176="	N/A",0,V176))+(IF(U176="N/A",0,U176))
37454.5969560185	=IF(F177>R177,ROUND(SUM(((G177/(F177-E177))*(F177-R177))),2),0)	=IF(N177="YES",S177-O177,"N/A")	=	:IF(T177>0,T177,"N/	A")	=IF(N177="NO",S177,"N/A")	=(IF(V177="	N/A",0,V177))+(IF(U177="N/A",0,U177))
37454.5969560185	=IF(F178>R178,ROUND(SUM(((G178/(F178-E178))*(F178-R178))),2),0)	=IF(N178="YES",S178-O178,"N/A")	=	IF(T178>0,T178,"N/	A")	=IF(N178="NO",S178,"N/A")	=(IF(V178="	N/A",0,V178))+(IF(U178="N/A",0,U178))
37454.5969560185	=IF(F179>R179,ROUND(SUM(((G179/(F179-E179))*(F179-R179))),2),0)	=IF(N179="YES",S179-O179,"N/A")	=	IF(T179>0,T179,"N/	A")	=IF(N179="NO",S179,"N/A")	=(IF(V179="	N/A",0,V179))+(IF(U179="N/A",0,U179))
37454.5969560185	=IF(F180>R180,ROUND(SUM(((G180/(F180-E180))*(F180-R180))),2),0)	=IF(N180="YES",S180-O180,"N/A")	=	IF(T180>0,T180,"N/	A")	=IF(N180="NO",S180,"N/A")		N/A",0,V180))+(IF(U180="N/A",0,U180))
37454.5969560185	=IF(F181>R181,ROUND(SUM(((G181/(F181-E181))*(F181-R181))),2),0)	=IF(N181="YES",S181-O181,"N/A")	=	F(T181>0,T181,"N/	Α")	=IF(N181="NO",S181,"N/A")	=(IF(V181="	N/A",0,V181))+(IF(U181="N/A",0,U181))
37454.5969560185	=IF(F182>R182,ROUND(SUM(((G182/(F182-E182))*(F182-R182))),2),0)	=IF(N182="YES",S182-O182,"N/A")	=	IF(T182>0,T182,"N/	· 4") :	=IF(N182="NO",S182,"N/A")		N/A",0,V182))+(IF(U182="N/A",0,U182))
37454,5969560185	=IF(F183>R183,ROUND(SUM(((G183/(F183-E183))*(F183-R183))),2),0)	=IF(N183="YES",S183-O183,"N/A")	=	IF(T183>0,T183,"N/	A") :	=IF(N183="NO",S183,"N/A")	=(IF(V183="	N/A",0,V183))+(IF(U183="N/A",0,U183))
37454.5969560185	=IF(F184>R184,ROUND(SUM(((G184/(F184-E184))*(F184-R184))),2),0)	=IF(N184="YES",S184-O184,"N/A")	=	IF(T184>0,T184,"N/	A") :	=IF(N184="NO",S184,"N/A")	=(IF(V184="	N/A",0,V184))+(IF(U184="N/A",0,U184))
37454.5969560185	=IF(F185>R185,ROUND(SUM(((G185/(F185-E185))*(F185-R185))),2),0)	=IF(N185="YES",S185-O185,"N/A")	=	IF(T185>0,T185,"N/		=IF(N185="NO",S185,"N/A")		N/A",0,V185))+(IF(U185="N/A",0,U185))
37454.5969560185	=IF(F186>R186,ROUND(SUM(((G186/(F186-E186))*(F186-R186))),2),0)	=IF(N186="YES",S186-O186,"N/A")	=	IF(T186>0,T186,"N/	A") :	=IF(N186="NO",S186,"N/A")		N/A",0,V186))+(IF(U186="N/A",0,U186))
37454.5969560185	=IF(F187>R187,ROUND(SUM(((G187/(F187-E187))*(F187-R187))),2),0)	=!F(N187="YES",S187-O187,"N/A")	=	IF(T187>0,T187,"N/		=IF(N187="NO",S187,"N/A")		N/A",0,V187))+(IF(U187="N/A",0,U187))
37454.5969560185	=IF(F188>R188,ROUND(SUM(((G188/(F188-E188))*(F188-R188))),2),0)	=IF(N188="YES",S188-O188,"N/A")	=	IF(T188>0,T188,"N/	A") :	"IF(N188="NO",S188,"N/A")	=(IF(V188="	N/A",0,V188))+(IF(U188="N/A",0,U188))
37454.5969560185	=IF(F189>R189,ROUND(SUM(((G189/(F189-E189))*(F189-R189))),2),0)	=IF(N189="YES",S189-O189,"N/A")	=	IF(T189>0,T189,"N/	A"} :	=IF(N189="NO",S189,"N/A")		N/A",0,V189))+(IF(U189="N/A",0,U189))
37454.5969560185	=IF(F190>R190,ROUND(SUM(((G190/(F190-E190))*(F190-R190))),2),0)	=IF(N190="YES",S190-O190,"N/A")	=	IF(T190>0,T190,"N/	\") :	=IF(N190="NO",S190,"N/A")		N/A",0,V190))+(IF(U190="N/A",0,U190))
37454.5969560185	=IF(F191>R191,ROUND(SUM(((G191/(F191-E191))*(F191-R191))),2),0)	=IF(N191="YES",S191-O191,"N/A")	=	IF(T191>0,T191,"N/	\") :	=IF(N191="NO",S191,"N/A")		N/A",0,V191))+(IF(U191="N/A",0,U191))
37454.5969560185	=IF(F192>R192,ROUND(SUM(((G192/(F192-E192))*(F192-R192))),2),0)	=IF(N192="YES",S192-O192,"N/A")		IF(T192>0,T192,"N/	•	=IF(N192="NO",S192,"N/A")	• •	N/A",0,V192))+(IF(U192="N/A",0,U192))
37454.5969560185	=IF(F193>R193,ROUND(SUM(((G193/(F193-E193))*(F193-R193))),2),0)	=IF(N193="YES",S193-O193,"N/A")	=	IF(T193>0,T193,"N/		=IF(N193="NO",S193,"N/A")		N/A",0,V193))+(IF(U193="N/A",0,U193))
37454.5969560185	=IF(F194>R194,ROUND(SUM(((G194/(F194-E194))*(F194-R194))),2),0)	=IF(N194="YES",S194-O194,"N/A")		IF(T194>0,T194,"N/		=IF(N194="NO",S194,"N/A")		N/A",0,V194))+(IF(U194="N/A",0,U194))
37454.5969560185	=IF(F195>R195,ROUND(SUM(((G195/(F195-E195))*(F195-R195))),2),0)	=IF(N195="YES",S195-O195,"N/A")		IF(T195>0,T195,*N//	•	=IF(N195="NO",S195,"N/A")		N/A",0,V195))+(IF(U195="N/A",0,U195))
37454.5969560185	=IF(F196>R196,ROUND(SUM(((G196/(F196-E196))*(F196-R196))),2),0)	=IF(N196="YES",S196-O196,"N/A")		IF(T196>0,T196,*N/	•	=IF(N196="NO",S196,"N/A")		N/A",0,V196))+(IF(U196="N/A",0,U196))
37454.5969560185	=iF(F197>R197,ROUND(SUM(((G197/(F197-E197))*(F197-R197))),2),0)	=IF(N197="YES",S197-O197,"N/A")		IF(T197>0,T197,"N//	•	=IF(N197="NO",S197,"N/A")		N/A",0,V197))+(IF(U197="N/A",0,U197))
37454.5969560185	=IF(F198>R198,ROUND(SUM(((G198/(F198-E198))*(F198-R198))),2),0)	=IF(N198="YES",S198-O198,"N/A")		IF(T198>0,T198,"N//	•	:IF(N198="NO",S198,"N/A")		N/A",0,V198))+(IF(U198="N/A",0,U198))
37454.5969560185	=IF(F199>R199,ROUND(SUM(((G199/(F199-E199))*(F199-R199))),2),0)	=IF(N199="YES",S199-O199,"N/A")		IF(T199>0,T199,"N//	•	:IF(N199="NO",S199,"N/A")		N/A",0,V199))+(IF(U199="N/A",0,U199))
37454.5969560185	=iF(F200>R200,ROUND(SUM(((G200/(F200-E200))*(F200-R200))),2),0)	=IF(N200="YES",S200-O200,"N/A")		IF(T200>0,T200,"N//	•	=IF(N200="NO",S200,"N/A")	• •	N/A",0,V200))+(IF(U200="N/A",0,U200))
37454.5969560185	=IF(F201>R201,ROUND(SUM(((G201/(F201-E201))*(F201-R201))),2),0)	=IF(N201="YES",S201-O201,"N/A")		IF(T201>0,T201,"N//	-	=IF(N201="NO",S201,"N/A")		N/A",0,V200))+(IF(U201="N/A",0,U201))
37454,5969560185	=IF(F202>R202,ROUND(SUM(((G202I/(F202-E202))*(F202-R202))),2),0)	=IF(N202="YES",S202-O202,"N/A")		IF(T202>0,T202,"N//		=IF(N202="NO",S202,"N/A")		N/A",0,V201))+(IF(U202="N/A",0,U202))
37454.5969560185	=IF(F203>R203,ROUND(SUM(((G203/(F203-E203))*(F203-R203))),2),0)	=IF(N203="YES",S203-O203,"N/A")		IF(T203>0,T203,"N//	•	:IF(N203="NO",S203,"N/A")		V/A",0,V202))+(IF(U202= N/A",0,U202))
37454.5969560185	=IF(F204>R204,ROUND(SUM(((G204/(F204-E204))*(F204-R204))),2),0)	=IF(N204="YES",S204-O204,"N/A")		IF(T204>0,T204,"N//	•	:F(N204="NO",S204,"N/A")	11	V/A",0,V203))+(IF(U203= W/A",0,U203))
37454.5969560185	=IF(F205>R205,ROUND(SUM(((G205/(F205-E205))*(F205-R205))),2),0)	=IF(N205="YES",S205-O205,"N/A")		IF(T205>0,T205,"N//	•	:IF(N205="NO",S205,"N/A")		V/A",0,V204))+(IF(U205="N/A",0,U205))
37454.5969560185	=IF(F206>R206,ROUND(SUM(((G206/(F206-E206))*(F206-R206))),2),0)	=IF(N206="YES",S206-O206,"N/A")		F(T206>0,T206,"N/A	•	:IF(N205="NO",S205,"N/A")		N/A",0,V205))+(IF(U205= N/A",0,U205))
		(DEDO GEOG! (BA)		, ,	-,	יי נייבטטיי ואט וטבטט, ואא ן	-(1. (VZ00- I	ווא יהייבסטווינוו לסבסט- ואוא יהיסבסטון

Unearned Revenue for Non AFC At-Risk Potion of AFC Financed Customers (Amount of Cash Customer Difference between Principal & Unearned TOTAL AMOUNT Included in Bond Calculation Date and Time of S&S Original Filing Staff Calculated Unearned Income (all Customers) Customer (To Be Included in Bond) =(IF(V207="N/A",0,V207))+(IF(U207="N/A",0,U207)) =IF(F207>R207,ROUND(SUM(((G207/(F207-E207))*(F207-R207))),2),0) =(F(T207>0,T207,"N/A") =IF(N207="NO",S207,"N/A") 37454.5969560185 =IF(N207="YES",S207-O207,"N/A") =(IF(V208="N/A",0,V208))+(IF(U208="N/A",0,U208)) 37454.5969560185 =IF(F208>R208,ROUND(SUM(((G208/(F208-E208))*(F208-R208))),2),0) =IF(N208="YES",S208-O208,"N/A") =IF(T208>0,T208,"N/A") =IF(N208="NO",S208,"N/A") =(IF(V209="N/A",0,V209))+(IF(U209="N/A",0,U209)) =IF(F209>R209,ROUND(SUM(((G209/(F209-E209))*(F209-R209))),2),0) =IF(N209="YES",S209-O209,"N/A") =IF(T209>0,T209,"N/A") =IF(N209="NO",S209,"N/A") 37454.5969560185 =(IF(V210="N/A",0,V210))+(IF(U210="N/A",0,U210)) =IF(F210>R210,ROUND(SUM(((G210/(F210-E210))*(F210-R210))),2),0) =IF(N210="YES",S210-O210,"N/A") =IF(T210>0,T210,"N/A") =IF(N210="NO",S210,"N/A") 37454.5969560185 =(IF(V211="N/A",0,V211))+(IF(U211="N/A",0,U211)) 37454.5969560185 =iF(F211>R211,ROUND(SUM(((G211/(F211-E211))*(F211-R211))),2),0) =IF(N211="YES",S211-O211,"N/A") =IF(T211>0,T211,"N/A") =IF(N211="NO",S211,"N/A") =(IF(V212="N/A",0,V212))+(IF(U212="N/A",0,U212)) =IF(T212>0.T212,"N/A") =IF(N212="NO",S212,"N/A") 37454.5969560185 =IF(F212>R212,ROUND(SUM(((G212/(F212-E212))*(F212-R212))),2),0) =IF(N212="YES",S212-O212,"N/A") =(IF(V213="N/A",0,V213))+(IF(U213="N/A",0,U213)) 37454.5969560185 =IF(F213>R213,ROUND(SUM(((G213/(F213-E213))*(F213-R213))),2),0) =IF(N213="YES",S213-O213,"N/A") =IF(T213>0,T213,"N/A") =IF(N213="NO",S213,"N/A") . =(IF(V214="N/A",0,V214))+(IF(U214="N/A",0,U214)) 37454.5969560185 =IF(F214>R214,ROUND(SUM(((G214/(F214-E214))*(F214-R214))),2),0) =IF(N214="YES",S214-O214,"N/A") =IF(T214>0,T214,"N/A") =IF(N214="NO",S214,"N/A") =(IF(V215="N/A",0,V215))+(IF(U215="N/A",0,U215)) 37454.5969560185 =IF(F215>R215,ROUND(SUM(((G215/(F215-E215))*(F215-R215))),2),0) =IF(N215="YES",S215-O215,"N/A") =IF(T215>0,T215,"N/A") =IF(N215="NO",S215,"N/A") =(IF(V216="N/A",0,V216))+(IF(U216="N/A",0,U216)) 37454.5969560185 =(F(F216>R216,ROUND(SUM(((G216/(F216-E216))*(F216-R216))),2),0) =IF(N216="YES",S216-O216,"N/A") =IF(T216>0,T216,"N/A") =IF(N216="NO",S216,"N/A") 37454.5969560185 =IF(F217>R217,ROUND(SUM(((G217/(F217-E217))*(F217-R217))),2),0) =IF(N217="YES",S217-O217,"N/A") =IF(T217>0,T217,"N/A") =IF(N217="NO",S217,"N/A") =(IF(V217="N/A",0,V217))+(IF(U217="N/A",0,U217)) 37454.5969560185 =IF(F218>R218,ROUND(SUM(((G218/(F218-E218))*(F218-R218))),2),0) =IF(N218="YES",S218-O218,"N/A") =IF(T218>0,T218,"N/A") =IF(N218="NO",S218,"N/A") =(IF(V218="N/A",0,V218))+(IF(U218="N/A",0,U218)) =(IF(V219="N/A",0,V219))+(IF(U219="N/A",0,U219)) 37454.5969560185 =IF(F219>R219,ROUND(SUM(((G219/(F219-E219))*(F219-R219))),2),0) =IF(N219="YES",S219-O219,"N/A") =IF(T219>0,T219,"N/A") =IF(N219="NO",S219,"N/A") =(IF(V220="N/A",0,V220))+(IF(U220="N/A",0,U220)) 37454.5969560185 =IF(F220>R220,ROUND(SUM(((G220/(F220-E220))*(F220-R220))),2),0) =IF(N220="YES",S220-O220,"N/A") =IF(T220>0,T220,"N/A") =IF(N220="NO",S220,"N/A") 37454.5969560185 =IF(F221>R221,ROUND(SUM(((G221/(F221-E221))*(F221-R221))),2),0) =IF(N221="YES",S221-O221,"N/A") =IF(T221>0,T221,"N/A") =(IF(V221="N/A".0.V221))+(IF(U221="N/A".0.U221)) =IF(N221="NO".S221."N/A") =(IF(V222="N/A",0,V222))+(IF(U222="N/A",0,U222)) 37454 5969560185 =IF(F222>R222,ROUND(SUM(((G222/(F222-E222))*(F222-R222))),2),0) =IF(N222="YES", S222-O222, "N/A") =IF(T222>0,T222,"N/A") =IF(N222="NO", S222, "N/A") =(IF(V223="N/A",0,V223))+(IF(U223="N/A",0,U223)) 37454.5969560185 =IF(F223>R223,ROUND(SUM(((G223/(F223-E223))*(F223-R223))),2),0) =IF(N223="YES",S223-O223,"N/A") =IF(T223>0,T223,"N/A") =IF(N223="NO",S223,"N/A") =(IF(V224="N/A",0,V224))+(IF(U224="N/A",0,U224)) 37454.5969560185 =IF(F224>R224,ROUND(SUM(((G224/(F224-E224))*(F224-R224))),2),0) =IF(N224="YES",S224-O224,"N/A") =IF(T224>0.T224,"N/A") =IF(N224="NO",S224,"N/A") 37454.5969560185 =IF(F225>R225,ROUND(SUM(((G225/(F225-E225))*(F225-R225))),2),0) =IF(N225="YES",S225-O225,"N/A") =IF(T225>0,T225,"N/A") =IF(N225="NO",S225,"N/A") =(IF(V225="N/A",0,V225))+(IF(U225="N/A",0,U225)) 37454.5969560185 =IF(F226>R226,ROUND(SUM(((G226/(F226-E226))*(F226-R226))),2),0) =IF(N226="YES",S226-O226,"N/A") =(IF(V226="N/A",0,V226))+(IF(U226="N/A",0,U226)) =IF(T226>0,T226,"N/A") =IF(N226="NO",S226,"N/A") 37454.5969560185 =IF(F227>R227,ROUND(SUM(((G227/(F227-E227))*(F227-R227))),2),0) =IF(N227="YES",S227-O227,"N/A") =(IF(V227="N/A",0,V227))+(IF(U227="N/A",0,U227)) =IF(T227>0,T227,"N/A") =IF(N227="NO",S227,"N/A") 37454.5969560185 =iF(F228>R228,ROUND(SUM(((G228/(F228-E228))*(F228-R228))),2),0) =IF(N228="YES",S228-O228,"N/A") =IF(T228>0,T228,"N/A") =IF(N228="NO",S228,"N/A") =(IF(V228="N/A",0,V228))+(IF(U228="N/A",0,U228)) 37454.5969560185 =IF(F229>R229,ROUND(SUM(((G229/(F229-E229))*(F229-R229))),2),0) =IF(N229="YES",S229-O229,"N/A") =IF(T229>0,T229,"N/A") =IF(N229="NO",S229,"N/A") =(IF(V229="N/A",0,V229))+(IF(U229="N/A",0,U229)) 37454.5969560185 =IF(F230>R230,ROUND(SUM(((G230/(F230-E230))*(F230-R230))),2),0) =IF(N230="YES",S230-O230,"N/A") =IF(T230>0,T230,"N/A") =IF(N230="NO",S230,"N/A") =(IF(V230="N/A",0,V230))+(IF(U230="N/A",0,U230)) 37454 5969560185 =!F(F231>R231,ROUND(SUM(((G231/(F231-E231))*(F231-R231))),2),0) =IF(N231="YES",S231-O231,"N/A") =IF(T231>0,T231,"N/A") =IF(N231="NO",S231,"N/A") =(IF(V231="N/A",0,V231))+(IF(U231="N/A",0,U231)) 37454.5969560185 =IF(F232>R232,ROUND(SUM(((G232/(F232-E232))*(F232-R232))),2),0) =IF(N232="YES",S232-O232,"N/A") =IF(T232>0,T232,"N/A") =(IF(V232="N/A",0,V232))+(IF(U232="N/A",0,U232)) =IF(N232="NO",S232,"N/A") 37454.5969560185 =IF(F233>R233,ROUND(SUM(((G233/(F233-E233))*(F233-R233))),2),0) =IF(N233="YES",S233-O233,"N/A") =IF(T233>0,T233,"N/A") =(IF(V233="N/A",0,V233))+(IF(U233="N/A",0,U233)) =IF(N233="NO",S233,"N/A") 37454.5969560185 =IF(F234>R234,ROUND(SUM(((G234/(F234-E234))*(F234-R234))),2),0) =IF(N234="YES",S234-O234,"N/A") =IF(T234>0,T234,"N/A") =IF(N234="NO",S234,"N/A") =(IF(V234="N/A",0,V234))+(IF(U234="N/A",0,U234)) 37454.5969560185 =IF(F235>R235,ROUND(SUM(((G235/(F235-E235))*(F235-R235))),2),0) =IF(N235="YES",S235-O235,"N/A") =IF(T235>0,T235,"N/A") =(IF(V235="N/A",0,V235))+(IF(U235="N/A",0,U235)) =IF(N235="NO",5235,"N/A") 37454.5969560185 =IF(F236>R236,ROUND(SUM(((G236/(F236-E236))*(F236-R236))),2),0) =IF(N236="YES",S236-O236,"N/A") =IF(T236>0,T236,"N/A") =IF(N236="NO",S236,"N/A") =(IF(V236="N/A",0,V236))+(IF(U236="N/A",0,U236)) 37454.5969560185 =IF(F237>R237,ROUND(SUM(((G237/(F237-E237))*(F237-R237))),2),0) =IF(N237="YES",S237-O237,"N/A") =IF(T237>0,T237,"N/A") =IF(N237="NO",S237,"N/A") =(IF(V237="N/A",0,V237))+(IF(U237="N/A",0,U237)) 37454.5969560185 =IF(F238>R238,ROUND(SUM(((G238/(F238-E238))*(F238-R238))),2),0) =IF(N238="YES",S238-O238,"N/A") =IF(T238>0,T238,"N/A") =(IF(V238="N/A",0,V238))+(IF(U238="N/A",0,U238)) =IF(N238="NO",S238,"N/A") 37454 5969560185 =iF(F239>R239,ROUND(SUM(((G239/(F239-E239))*(F239-R239))),2),0) =iF(N239="YES",S239-O239,"N/A") =IF(T239>0,T239,"N/A") =IF(N239="NO",S239,"N/A") =(IF(V239="N/A",0,V239))+(IF(U239="N/A",0,U239)) 37454.5969560185 =IF(F240>R240,ROUND(SUM(((G240/(F240-E240))*(F240-R240))),2),0) =IF(N240="YES",S240-O240,"N/A") =IF(T240>0,T240,"N/A") =IF(N240="NO",S240,"N/A") =(IF(V240="N/A",0,V240))+(IF(U240="N/A",0,U240)) 37454.5969560185 =IF(F241>R241,ROUND(SUM(((G241/(F241-E241))*(F241-R241))),2),0) =IF(N241="YES",S241-0241,"N/A") =IF(T241>0,T241,"N/A") =(IF(V241="N/A",0,V241))+(IF(U241="N/A",0,U241)) =IF(N241="NO",S241,"N/A") 37454 5969560185 =IF(F242>R242,ROUND(SUM(((G242/(F242-E242))*(F242-R242))),2),0) =IF(N242="YES",S242-O242,"N/A") =IF(T242>0,T242,*N/A*) =IF(N242="NO",S242,"N/A") =(IF(V242="N/A",0,V242))+(IF(U242="N/A",0,U242)) 37454.5969560185 =IF(F243>R243,ROUND(SUM(((G243/(F243-E243))*(F243-R243))),2),0) =IF(N243="YES",S243-O243,"N/A") =IF(T243>0,T243,"N/A") =IF(N243="NO",S243,"N/A") =(IF(V243="N/A",0,V243))+(IF(U243="N/A",0,U243)) 37454.5969560185 =IF(F244>R244,ROUND(SUM(((G244/(F244-E244))*(F244-R244))),2),0) =IF(N244="YES",S244-O244,"N/A") =IF(T244>0,T244,"N/A") =IF(N244="NO",S244,"N/A") =(IF(V244="N/A",0,V244))+(IF(U244="N/A",0,U244)) =IF(F245>R245,ROUND(SUM(((G245/(F245-E245))*(F245-R245))),2),0) =IF(N245="YES",S245-O245,"N/A") =IF(T245>0,T245,"N/A") =IF(N245="NO",S245,"N/A") =(IF(V245="N/A",0,V245))+(IF(U245="N/A",0,U245)) =IF(F246>R246,ROUND(SUM(((G246/(F246-E246))*(F246-R246))),2),0) =IF(N246="YES",S246-O246,"N/A") =IF(T246>0,T246,"N/A") =IF(N246="NO",S246,"N/A") =(IF(V246="N/A",0,V246))+(IF(U246="N/A",0,U246)) 37454.5969560185 =IF(F247>R247,ROUND(SUM(((G247/(F247-E247))*(F247-R247))),2),0) =IF(N247="YES",S247-O247,"N/A") =IF(T247>0,T247,"N/A") =IF(N247="NO",S247,"N/A") =(IF(V247="N/A",0,V247))+(IF(U247="N/A",0,U247)) 37454.5969560185 =iF(F248>R248,ROUND(SUM(((G248/(F248-E248))*(F248-R248))),2),0) =IF(N248="YES",S248-O248,"N/A") =IF(T248>0,T248,"N/A") =!F(N248="NO",S248,"N/A") =(IF(V248="N/A",0,V248))+(IF(U248="N/A",0,U248)) =IF(F249>R249,ROUND(SUM(((G249/(F249-E249))*(F249-R249))),2),0) 37454.5969560185 =IF(N249="YES",S249-O249,"N/A") =IF(T249>0,T249,"N/A") =IF(N249="NO",S249,"N/A") =(IF(V249="N/A",0,V249))+(IF(U249="N/A",0,U249)) 37454.5969560185 =IF(F250>R250,ROUND(SUM(((G250/(F250-E250))*(F250-R250))),2),0) =IF(N250="YES",S250-O250,"N/A") =IF(T250>0,T250,"N/A") =IF(N250="NO",S250."N/A") =(IF(V250="N/A",0,V250))+(IF(U250="N/A",0,U250)) 37454.5969560185 =IF(F251>R251,ROUND(SUM(((G251/(F251-E251))*(F251-R251))),2),0) =IF(N251="YES",S251-O251,"N/A") =IF(T251>0,T251,"N/A") =IF(N251="NO",S251,"N/A") =(IF(V251="N/A",0,V251))+(IF(U251="N/A",0,U251)) 37454.5969560185 =iF(F252>R252,ROUND(SUM(((G252/(F252-E252))*(F252-R252))),2),0) =IF(N252="YES",S252-O252,"N/A") =IF(T252>0,T252,"N/A") =IF(N252="NO",S252,"N/A") =(IF(V252="N/A",0,V252))+(IF(U252="N/A",0,U252)) 37454.5969560185 =IF(F253>R253,ROUND(SUM(((G253/(F253-E253))*(F253-R253))),2),0) =IF(N253="YES",S253-O253,"N/A") =IF(T253>0,T253,"N/A") =(IF(V253="N/A",0,V253))+(IF(U253="N/A",0,U253)) =IF(N253="NO",S253,"N/A") =IF(F254>R254,ROUND(SUM(((G254/(F254-E254))*(F254-R254))),2),0) =IF(N254="YES",S254-O254,"N/A") =IF(T254>0,T254,"N/A") =IF(N254="NO",S254,"N/A") =(IF(V254="N/A",0,V254))+(IF(U254="N/A",0,U254)) 37454.5969560185 =IF(F255>R255,ROUND(SUM(((G255/(F255-E255))*(F255-R255))),2),0) =IF(N255="YES",S255-O255,"N/A") =1F(T255>0,T255,"N/A") =(IF(V255="N/A",0,V255))+(IF(U255="N/A",0,U255)) =IF(N255="NO",S255,"N/A")

=IF(T256>0,T256,"N/A")

=IF(T257>0,T257,"N/A")

=IF(N256="NO";S256,"N/A")

=IF(N257="NO",S257,"N/A")

=(IF(V256="N/A",0,V256))+(IF(U256="N/A",0,U256))

=(IF(V257="N/A",0,V257))+(IF(U257="N/A",0,U257))

=IF(N256="YES",S256-O256,"N/A")

=IF(N257="YES",S257-O257,"N/A")

37454.5969560185

=IF(F256>R256,ROUND(SUM(((G256/(F256-E256))*(F256-R256))),2),0)

=IF(F257>R257,ROUND(SUM(((G257/(F257-E257))*(F257-R257))),2),0)

Unearned Revenue for Non AFC

		Difference between Debestual	e Hessenad	At Cink Detion	of AEC Element	Customers (Amount of Casi		
Date and Time of S&S Original Fili	ng Staff Calculated Unearned Income (all Customer	Difference between Principal	Revenue	Customer (To Be I		Customers (Amount of Casi	Bond)	TOTAL AMOUNT Included in Bond Calculation
37454.5969560185	=IF(F258>R258,ROUND(SUM(((G258/(F258-E258))*(F258-R258))),2),0)	=IF(N258="YES",S258-Q258,"N/A")	•	=!F(T258>0,T258,"N/A")	•	=IF(N258="NO",S258,"N/A")		=(IF(V258="N/A",0,V258))+(IF(U258="N/A",0,U258))
37454.5969560185	=IF(F259>R259,ROUND(SUM(((G259/(F259-E259))*(F259-R259))),2),0)	=IF(N259="YES",S259-O259,"N/A")		=IF(T259>0,T259,"N/A")		=IF(N259="NO",S259,"N/A")		(IF(V259="N/A",0,V259))+(IF(U259="N/A",0,U259))
37454,5969560185	=IF(F260>R260,ROUND(SUM(((G260/(F260-E260))*(F260-R260))),2),0)			=IF(T260>0,T260,"N/A")		=IF(N260="NO",S260,"N/A")		-(IF(V260="N/A",0,V260))+(IF(U260="N/A",0,U260))
37454.5969560185		=IF(N260="YES",S260-O260,"N/A")						-(IF(V260="N/A",0,V260))+(IF(U261="N/A",0,U261))
	=(F(F261>R261,ROUND(SUM(((G261/(F261-E261))*(F261-R261))),2),0)	=IF(N261="YES",S261-O261,"N/A")		=IF(T261>0,T261,"N/A")		=iF(N261="NO",S261,"N/A")		
37454.5969560185	=IF(F262>R262,ROUND(SUM(((G262/(F262-E262))*(F262-R262))),2),0)	=IF(N262="YES",S262-O262,"N/A")		=IF(T262>0,T262,"N/A")	-	=1F(N262="NO",S262,"N/A")		:(IF(V262="N/A",0,V262))+(IF(U262="N/A",0,U262))
37454.5969560185	=IF(F263>R263,ROUND(SUM(((G263/(F263-E263))*(F263-R263))),2),0)	=IF(N263="YES",S263-O263,"N/A")		=IF(T263>0,T263,"N/A")		=IF(N263="NO",S263,"N/A")		:(IF(V263="N/A",0,V263))+(IF(U263="N/A",0,U263))
37454.5969560185	= F(F264>R264,ROUND(SUM(((G264/(F264-E264))*(F264-R264))),2),0)	=IF(N264="YES",S264-O264,"N/A")		=IF(T264>0,T264,"N/A")		=IF(N264="NO",S264,"N/A")		(IF(V264="N/A",0,V264))+(IF(U264="N/A",0,U264))
37454.5969560185	=IF(F265>R265,ROUND(SUM(((G265/(F265-E265)))*(F265-R265))),2),0)	=1F(N265="YES",S265-O265,"N/A")		=IF(T265>0,T265,"N/A")		=IF(N265="NO",S265,"N/A")		(IF(V265="N/A",0,V265))+(IF(U265="N/A",0,U265))
37454.5969560185	=IF(F266>R266,ROUND(SUM(((G266/(F266-E266))*(F266-R266))),2),0)	=IF(N266="YES",S266-O266,"N/A")		=IF(T266>0,T266,"N/A")		=IF(N266="NO",S266,"N/A")		(IF(V266="N/A",0,V266))+(IF(U266="N/A",0,U266))
37454.5969560185	=IF(F267>R267,ROUND(SUM(((G267/(F267-E267))*(F267-R267))),2),0)	=IF(N267="YES",S267-O267,"N/A")		=IF(T267>0,T267,"N/A")		=IF(N267="NO",S267,"N/A")		(IF(V267="N/A",0,V267))+(IF(U267="N/A",0,U267))
37454,5969560185	=IF(F268>R268,ROUND(SUM(((G268/(F268-E268))*(F268-R268))),2),0)	=IF(N268="YES",S268-O268,"N/A")		=IF(T268>0,T268,"N/A")		=IF(N268="NO",S268,"N/A")		(IF(V268="N/A",0,V268))+(IF(U268="N/A",0,U268))
37454.5969560185	=IF(F269>R269,ROUND(SUM(((G269/(F269-E269))*(F269-R269))),2),0)	=IF(N269="YES",S269-O269,"N/A")		=IF(T269>0,T269,"N/A")		=IF(N269="NO",S269,"N/A")		(IF(V269="N/A",0,V269))+(IF(U269="N/A",0,U269))
37454.5969560185	=IF(F270>R270,ROUND(SUM(((G270/(F270-E270))*(F270-R270))),2),0)	=IF(N270="YES",S270-O270,"N/A")		=IF(T270>0,T270,"N/A")		=iF(N270="NO",\$270,"N/A")		(IF(V270="N/A",0,V270))+(IF(U270="N/A",0,U270))
37454.5969560185	=IF(F271>R271,ROUND(SUM(((G271/(F271-E271))*(F271-R271))),2),0)	=IF(N271="YES",S271-O271,"N/A")		=IF(T271>0,T271,"N/A")		=IF(N271="NO",S271,"N/A")		(IF(V271="N/A",0,V271))+(IF(U271="N/A",0,U271))
37454.5969560185	=IF(F272>R272,ROUND(SUM(((G272/(F272-E272))*(F272-R272))),2),0)	=IF(N272="YES",S272-O272,"N/A")		:IF(T272>0,T272,"N/A")		:IF(N272="NO",S272,"N/A")		:(IF(V272="N/A",0,V272))+(IF(U272="N/A",0,U272))
37454.5969560185	=IF(F273>R273,ROUND(SUM(((G273/(F273-E273))*(F273-R273))),2),0)	=IF(N273="YES",S273-O273,"N/A")	=	:IF(T273>0,T273,"N/A")		:IF(N273="NO",S273,"N/A")		(IF(V273="N/A",0,V273))+(IF(U273="N/A",0,U273))
37454.5969560185	=IF(F274>R274,ROUND(SUM(((G274/(F274-E274))*(F274-R274))),2),0)	=IF(N274="YES",S274-O274,"N/A")	-	:IF(T274>0,T274,"N/A")		:IF(N274="NO",S274,"N/A")		(IF(V274="N/A",0,V274))+(IF(U274="N/A",0,U274))
37454.5969560185	=IF(F275>R275,ROUND(SUM(((G275/(F275-E275))*(F275-R275))),2),0)	=IF(N275="YES",S275-O275,"N/A")	=	:IF(T275>0,T275,"N/A")	2	:IF(N275="NO",S275,"N/A")		(IF(V275="N/A",0,V275))+(IF(U275="N/A",0,U275))
37454.5969560185	=IF(F276>R276,ROUND(SUM(((G276/(F276-E276))*(F276-R276))),2),0)	=IF(N276="YES",S276-O276,"N/A")	=	IF(T276>0,T276,"N/A")		:IF(N276="NO",S276,"N/A")	=	(IF(V276="N/A",0,V276))+(IF(U276="N/A",0,U276))
37454.5969560185	=IF(F277>R277,ROUND(SUM(((G277/(F277-E277))*(F277-R277))),2),0)	=IF(N277="YES",S277-O277,"N/A")	=	:IF(T277>0,T277,"N/A")		:IF(N277="NO",S277,"N/A")	=	(IF(V277="N/A",0,V277))+(IF(U277="N/A",0,U277))
37454.5969560185	=IF(F278>R278,ROUND(SUM(((G278/(F278-E278))*(F278-R278))),2),0)	=IF(N278="YES",S278-O278,"N/A")	. =	:(F(T278>0,T278,"N/A")		:IF(N278="NO",S278,"N/A")	=	(IF(V278="N/A",0,V278))+(IF(U278="N/A",0,U278))
37454.5969560185	=IF(F279>R279,ROUND(SUM(((G279/(F279-E279))*(F279-R279))),2),0)	=IF(N279="YES",S279-O279,"N/A")	=	:IF(T279>0,T279,"N/A")	=	:F(N279="NO",S279,"N/A")	=	(IF(V279="N/A",0,V279))+(IF(U279="N/A",0,U279))
37454.5969560185	=IF(F280>R280,ROUND(SUM(((G280/(F280-E280))*(F280-R280))),2),0)	=IF(N280="YES",S280-O280,"N/A")	=	IF(T280>0,T280,"N/A")	-	F(N280="NO",S280,"N/A")	-	(IF(V280="N/A",0,V280))+(IF(U280="N/A",0,U280))
37454.5969560185	=IF(F281>R281,ROUND(SUM(((G281/(F281-E281))*(F281-R281))),2),0)	=IF(N281="YES",S281-O281,"N/A")	=	IF(T281>0,T281,"N/A")	+	IF(N281="NO",S281,"N/A")	=	(IF(V281="N/A",0,V281))+(IF(U281="N/A",0,U281))
37454.5969560185	=IF(F282>R282,ROUND(SUM(((G282/(F282-E282))*(F282-R262))),2),0)	=IF(N282="YES",S282-O282,"N/A")	=	IF(T282>0,T282,"N/A")	=	F(N282="NO",S282,"N/A")	-	(IF(V282="N/A",0,V282))+(IF(U282="N/A",0,U282))
37454.5969560185	=IF(F283>R283,ROUND(SUM(((G283/(F283-E283))*(F283-R283))),2),0)	=IF(N283="YES",S283-O283,"N/A")	=	IF(T283>0,T283,"N/A")	-	IF(N283="NO",S283,"N/A")	=	(IF(V283="N/A",0,V283))+(IF(U283="N/A",0,U283))
37454.5969560185	=iF(F284>R284,ROUND(SUM(((G284/(F284-E284))*(F284-R284))),2),0)	=IF(N284="YES",S284-O284,"N/A")	=	IF(T284>0,T284,"N/A")		IF(N284="NO",S284,"N/A")	=	(IF(V284="N/A",0,V284))+(IF(U284="N/A",0,U284))
37454.5969560185	=IF(F285>R285,ROUND(SUM(((G285/(F285-E285))*(F285-R285))),2),0)	=IF(N285="YES",S285-O285,"N/A")	=	IF(T285>0,T285,"N/A")	=	IF(N285="NO",S285,"N/A")	=	(IF(V285="N/A",0,V285))+(IF(U285="N/A",0,U285))
37454.5969560185	=IF(F286>R286,ROUND(SUM(((G286/(F286-E286))*(F286-R286))),2),0)	=IF(N286="YES",S286-O286,"N/A")	=	IF(T286>0,T286,"N/A")	=	!F(N286="NO",S286,"N/A")	. =	(IF(V286="N/A",0,V286))+(IF(U286="N/A",0,U286))
37454.5969560185	=IF(F287>R287,ROUND(SUM(((G287/(F287-E287))*(F287-R287))),2),0)	=IF(N287="YES",S287-O287,"N/A")	=	IF(T287>0,T287,"N/A")	=	IF(N287="NO",S287,"N/A")	=	(IF(V287="N/A",0,V287))+(IF(U287="N/A",0,U287))
37454.5969560185	=iF(F288>R288,ROUND(SUM(((G288/(F288-E288))*(F288-R288))),2),0)	=IF(N288="YES",S288-O288,"N/A")	=	IF(T288>0,T288,"N/A")	=	IF(N288="NO",S288,"N/A")	=	(IF(V288="N/A",0,V288))+(IF(U288="N/A",0,U288))
37454.5969560185	=IF(F289>R289,ROUND(SUM(((G289/(F289-E289))*(F289-R289))),2),0)	=IF(N289="YES",S289-O289,"N/A")	=	IF(T289>0,T289,"N/A")	=	IF(N289="NO",S289,"N/A")	=	(IF(V289="N/A",0,V289))+(IF(U289="N/A",0,U289))
37454.5969560185	=IF(F290>R290,ROUND(SUM(((G290/(F290-E290))*(F290-R290))),2),0)	=IF(N290="YES",S290-O290,"N/A")	=	IF(T290>0,T290,"N/A")	=	IF(N290="NO",S290,"N/A")	=	(IF(V290="N/A",0,V290))+(IF(U290="N/A",0,U290))
37454.5969560185	=IF(F291>R291,ROUND(SUM(((G291/(F291-E291))*(F291-R291))),2),0)	=IF(N291="YES",S291-O291,"N/A")	=	IF(T291>0,T291,"N/A")	=	IF(N291="NO",S291,"N/A")	=	(IF(V291="N/A",0,V291))+(IF(U291="N/A",0,U291))
37454.5969560185	=iF(F292>R292,ROUND(SUM(((G292/(F292-E292))*(F292-R292))),2),0)	=IF(N292="YES",S292-O292,"N/A")	=	IF(T292>0,T292,"N/A")	=	IF(N292="NO",S292,"N/A")	=	(IF(V292="N/A",0,V292))+(IF(U292="N/A",0,U292))
37454.5969560185	=IF(F293>R293,ROUND(SUM(((G293/(F293-E293))*(F293-R293))),2),0)	=IF(N293="YES",S293-O293,"N/A")	=	IF(T293>0,T293,"N/A")	=	IF(N293="NO",S293,"N/A")	=	(IF(V293="N/A",0,V293))+(IF(U293="N/A",0,U293))
37454.5969560185	=IF(F294>R294,ROUND(SUM(((G294/(F294-E294))*(F294-R294))),2),0)	=IF(N294="YES",S294-O294,"N/A")	=	IF(T294>0,T294,"N/A")	=	IF(N294="NO",S294,"N/A")	=	(IF(V294="N/A",0,V294))+(IF(U294="N/A",0,U294))
37454.5969560185	=IF(F295>R295,ROUND(SUM(((G295/(F295-E295))*(F295-R295))),2),0)	=IF(N295="YES",S295-O295,"N/A")	=	IF(T295>0,T295,"N/A")	=	IF(N295="NO",S295,"N/A")	=	(IF(V295="N/A",0,V295))+(IF(U295="N/A",0,U295))
37454.5969560185	=IF(F296>R296,ROUND(SUM(((G296/(F296-E296))*(F296-R296))),2),0)	=IF(N296="YES",S296-O296,"N/A")	=	IF(T296>0,T296,"N/A")	=	IF(N296="NO",S296,"N/A")	=	(IF(V296="N/A",0,V296))+(IF(U296="N/A",0,U296))
37454.5969560185	=IF(F297>R297,ROUND(SUM(((G297/(F297-E297))*(F297-R297))),2),0)	=IF(N297="YES",S297-O297,"N/A")	=	IF(T297>0,T297,"N/A")	=	IF(N297="NO",S297,"N/A")		(IF(V297="N/A",0,V297))+(IF(U297="N/A",0,U297))
37454,5969560185	=IF(F298>R298,ROUND(SUM(((G298/(F298-E298))*(F298-R298))),2),0)	=IF(N298="YES",S298-O298,"N/A")	=	F(T298>0,T298,"N/A")	. =	IF(N298="NO",S298,"N/A")		(IF(V298="N/A",0,V298))+(IF(U298="N/A",0,U298))
37454.5969560185	=IF(F299>R299,ROUND(SUM(((G299/(F299-E299))*(F299-R299))),2),0)	=!F(N299="YES",S299-O299,"N/A")	=	IF(T299>0,T299,"N/A")		IF(N299="NO",S299,"N/A")		(IF(V299="N/A",0,V299))+(IF(U299="N/A",0,U299))
37454.5969560185	=IF(F300>R300,ROUND(SUM(((G300/(F300-E300))*(F300-R300))),2),0)	=IF(N300="YES",S300-O300,"N/A")		F(T300>0,T300,"N/A")		IF(N300="NO",S300,"N/A")		(IF(V300="N/A",0,V300))+(IF(U300="N/A",0,U300))
37454.5969560185	=IF(F301>R301,ROUND(SUM(((G301/(F301-E301))*(F301-R301))),2),0)	=IF(N301="YES",S301-O301,"N/A")		F(T301>0,T301,"N/A")		IF(N301="NO",S301,"N/A")		(IF(V301="N/A",0,V301))+(IF(U301="N/A",0,U301))
37454.5969560185	=IF(F302>R302,ROUND(SUM(((G302/(F302-E302))*(F302-R302))),2),0)	=IF(N302="YES",S302-O302,"N/A")		F(T302>0,T302,"N/A")		F(N302="NO",S302,"N/A")		(IF(V302="N/A",0,V302))+(IF(U302="N/A",0,U302))
37454.5969560185	=IF(F303>R303,ROUND(SUM(((G303/(F303-E303))*(F303-R303))),2),0)	=IF(N303="YES",S303-O303,"N/A")		F(T303>0,T303,"N/A")		F(N303="NO",S303,"N/A")		(IF(V303="N/A",0,V303))+(IF(U303="N/A",0,U303))
37454.5969560185	=IF(F304>R304,ROUND(SUM(((G304/(F304-E304)))*(F304-R304))),2),0)	=IF(N304="YES",S304-O304,"N/A")		F(T304>0,T304,"N/A")	_	F(N304="NO".S304."N/A")		(IF(V304="N/A",0,V304))+(IF(U304="N/A",0,U304))
37454.5969560185	=IF(F305>R305,ROUND(SUM(((G305/(F305-E305))*(F305-R305))),2),0)	=IF(N305="YES",S305-O305,"N/A")		F(T305>0,T305,"N/A")	-	F(N305="NO",S305,"N/A")		(IF(V305="N/A",0,V305))+(IF(U305="N/A",0,U305))
37454.5969560185	=IF(F306>R306,ROUND(SUM(((G306/(F306-E306))*(F306-R306))),2),0)	=IF(N306="YES",S306-O306,"N/A")		F(T306>0,T306,"N/A")		F(N306="NO",S306,"N/A")		(IF(V306="N/A",0,V306))+(IF(U306="N/A",0,U306))
37454.5969560185	=IF(F307>R307,ROUND(SUM(((G307/(F307-E307))*(F307-R307))),2),0)	=IF(N307="YES",S307-O307,"N/A")		F(T307>0,T307,"N/A")		F(N307="NO",S307,"N/A")		(IF(V307="N/A",0,V306))+(IF(U307="N/A",0,U307))
37454.5969560185	=IF(F308>R308,ROUND(SUM(((G308/(F308-E308))*(F308-R308))),2),0)	=IF(N308="YES",S308-O308,"N/A")		F(T308>0,T308,"N/A")		F(N308="NO",S308,"N/A")		
	· · · · · · · · · · · · · · · · · · ·			. (0,1000,14/1)	-	, (14000- 140 ,0000, 14/A")	_	IF(V308="N/A",0,V308))+(IF(U308="N/A",0,U308))

Unearned Revenue for Non AFC

		Difference between Principal		A4 DI-L D-U	-f 100 m	Customers (Amount of Casi			
Date and Time of S&S Original Fill	ing Staff Calculated Unearned Income (all Custom		Revenue	Customer (To Be		Customers (Amount or Casi	Bond)	TOTAL AMOUNT Included in Bond Calculation	n
37454.5969560185	=IF(F309>R309,ROUND(SUM(((G309/(F309-E309))*(F309-R309))),2),0)	=IF(N309="YES".S309-O309."N/A")	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	=IF(T309>0,T309,"N/A")		=IF(N309="NO",S309,"N/A")		=(IF(V309="N/A",0,V309))+(IF(U309="N/A",0,U309))	•
. 37454.5969560185	=IF(F310>R310,ROUND(SUM(((G310/(F310-E310))*(F310-R310))),2),0)	=IF(N310="YES",S310-O310,"N/A")		=IF(T310>0,T310,"N/A")		=IF(N310="NO",S310,"N/A")		=(IF(V310="N/A",0,V310))+(IF(U310="N/A",0,U310))	
37454.5969560185	=IF(F311>R311,ROUND(SUM(((G311/(F311-E311))*(F311-R311))),2),0)	=IF(N311="YES",S311-O311,"N/A")		=!F(T311>0,T311,"N/A")		=IF(N311="NO",S311,"N/A")		=(IF(V311="N/A",0,V311))+(IF(U311="N/A",0,U311))	
37454.5969560185	=IF(F312>R312,ROUND(SUM(((G312/(F312-E312))*(F312-R312))),2),0)	=IF(N312="YES",S312-O312,"N/A")		=IF(T312>0,T312,"N/A")		=IF(N312="NO",S312,"N/A")		=(IF(V312="N/A",0,V317))+(IF(U312="N/A",0,U312))	
37454.5969560185									
37454.5969560185	=IF(F313>R313,ROUND(SUM(((G313/(F313-E313))*(F313-R313))),2),0)	=IF(N313="YES",S313-O313,"N/A")		=IF(T313>0,T313,"N/A")		=IF(N313="NO",S313,"N/A")		=(IF(V313="N/A",0,V313))+(IF(U313="N/A",0,U313))	
37454.5969560185	=IF(F314>R314,ROUND(SUM(((G314/(F314-E314))*(F314-R314))),2),0)	=IF(N314="YES",S314-O314,"N/A")		=IF(T314>0,T314,"N/A")		=IF(N314="NO",S314,"N/A")		=(IF(V314="N/A",0,V314))+(IF(U314="N/A",0,U314))	
37454.5969560185	= F(F315>R315,ROUND(SUM(((G315/(F315-E315))*(F315-R315))),2),0)	=IF(N315="YES",S315-O315,"N/A")		=IF(T315>0,T315,"N/A")		=IF(N315="NO",S315,"N/A")		=(IF(V315="N/A",0,V315))+(IF(U315="N/A",0,U315))	
	=IF(F316>R316,ROUND(SUM(((G316/(F316-E316))*(F316-R316))),2),0)	=IF(N316="YES",S316-O316,"N/A")		=IF(T316>0,T316,"N/A")		=IF(N316="NO",S316,"N/A")		=(IF(V316="N/A",0,V316))+(IF(U316="N/A",0,U316))	
37454.5969560185 37454.5969560185	=IF(F317>R317,ROUND(SUM(((G317/(F317-E317))*(F317-R317))),2),0)	=IF(N317="YES",S317-O317,"N/A")		=lF(T317>0,T317,"N/A")		=iF(N317="NO",S317,"N/A")		=(IF(V317="N/A",0,V317))+(IF(U317="N/A",0,U317))	
	=IF(F318>R318,ROUND(SUM(((G318/(F318-E318))*(F318-R318))),2),0)	=IF(N318="YES",S318-O318,"N/A")		=IF(T318>0,T318,"N/A")		=IF(N318="NO",S318,"N/A")		=(IF(V318="N/A",0,V318))+(IF(U318="N/A",0,U318))	
37454.5969560185	=IF(F319>R319,ROUND(SUM(((G319/(F319-E319))*(F318-R319))),2),0)	=!F(N319="YES",S319-O319,"N/A")		=IF(T319>0,T319,"N/A")		=IF(N319="NO",S319,"N/A")		=(IF(V319="N/A",0,V319))+(IF(U319="N/A",0,U319))	
37454.5969560185	=IF(F320>R320,ROUND(SUM(((G320/(F320-E320))*(F320-R320))),2),0)	=IF(N320="YES",S320-O320,"N/A")		=IF(T320>0,T320,"N/A")		=IF(N320="NO",S320,"N/A")		=(IF(V320="N/A",0,V320))+(IF(U320="N/A",0,U320))	
37454,5969560185	=IF(F321>R321,ROUND(SUM(((G321/(F321-E321))*(F321-R321))),2),0)	=IF(N321="YES",S321-O321,"N/A")		=!F(T321>0,T321,"N/A")		=IF(N321="NO",S321,"N/A")		=(IF(V321="N/A",0,V321))+(IF(U321="N/A",0,U321))	
37454.5969560185	=IF(F322>R322,ROUND(SUM(((G322/(F322-E322))*(F322-R322))),2),0)	=IF(N322="YES",S322-O322,"N/A")		:IF(T322>0,T322,"N/A")	=	=IF(N322="NO",S322,"N/A")		=(IF(V322="N/A",0,V322))+(IF(U322="N/A",0,U322))	
37454.5969560185	=IF(F323>R323,ROUND(SUM(((G323/(F323-E323))*(F323-R323))),2),0)	=IF(N323="YES",S323-O323,"N/A")	=	=IF(T323>0,T323,"N/A")	=	=IF(N323="NO",S323,"N/A")	=	=(IF(V323="N/A",0,V323))+(IF(U323="N/A",0,U323))	
37454.5969560185	=IF(F324>R324,ROUND(SUM(((G324/(F324-E324))*(F324-R324))),2),0)	=IF(N324="YES",S324-O324,"N/A")	-	:IF(T324>0,T324,"N/A")	=	=IF(N324="NO",S324,"N/A")		=(IF(V324="N/A",0,V324))+(IF(U324="N/A",0,U324))	
37454.5969560185	=IF(F325>R325,ROUND(SUM(((G325/(F325-E325))*(F325-R325))),2),0)	=IF(N325="YES",S325-O325,"N/A")	-	:IF(T325>0,T325,"N/A")	=	:IF(N325="NO",S325,"N/A")		=(IF(V325="N/A",0,V325))+(IF(U325="N/A",0,U325))	
37454.5969560185	=IF(F326>R326,ROUND(SUM(((G326/(F326-E326))*(F326-R326))),2),0)	=IF(N326="YES",S326-O326,"N/A")	=	:IF(T326>0,T326,"N/A")	=	:IF(N326="NO",S326,"N/A")		=(IF(V326="N/A",0,V326))+(IF(U326="N/A",0,U326))	
37454.5969560185	=IF(F327>R327,ROUND(SUM(((G327/(F327-E327))*(F327-R327))),2),0)	=IF(N327="YES",S327-O327,"N/A")	=	:IF(T327>0,T327,"N/A")	. =	:IF(N327="NO",S327,"N/A")	:	=(IF(V327="N/A",0,V327))+(IF(U327="N/A",0,U327))	
37454,5969560185	=IF(F328>R328,ROUND(SUM(((G328/(F328-E328))*(F328-R328))),2),0)	=IF(N328="YES",S328-O328,"N/A")	=	:IF(T328>0,T328,"N/A")	=	:IF(N328="NO",S328,"N/A")	5	=(IF(V328="N/A",0,V328))+(IF(U328="N/A",0,U328))	
37454.5969560185	=iF(F329>R329,ROUND(SUM(((G329/(F329-E329))*(F329-R329))),2),0)	=IF(N329="YES",S329-O329,"N/A")	. =	:IF(T329>0,T329,"N/A")	-	:IF(N329="NO",S329,"N/A")	:	=(IF(V329="N/A",0,V329))+(IF(U329="N/A",0,U329))	
37454.5969560185	=iF(F330>R330,ROUND(SUM(((G330/(F330-E330))*(F330-R330))),2),0)	=IF(N330="YES",S330-O330,"N/A")	-	:IF(T330>0,T330,"N/A")	=	:IF(N330="NO",S330,"N/A")		=(IF(V330="N/A",0,V330))+(IF(U330="N/A",0,U330))	
37454.5969560185	=IF(F331>R331,ROUND(SUM(((G331/(F331-E331))*(F331-R331))),2),0)	=IF(N331="YES",S331-O331,"N/A")	-	IF(T331>0,T331,"N/A")	=	:IF(N331="NO",S331,"N/A")		=(IF(V331="N/A",0,V331))+(IF(U331="N/A",0,U331))	
37454.5969560185	=IF(F332>R332,ROUND(SUM(((G332/(F332-E332))*(F332-R332))),2),0)	=IF(N332="YES",S332-O332,"N/A")	=	IF(T332>0,T332,"N/A")		IF(N332="NO",S332,"N/A")		=(IF(V332="N/A",0,V332))+(IF(U332="N/A",0,U332))	
37454.5969560185	=IF(F333>R333,ROUND(SUM(((G333/(F333-E333))*(F333-R333))),2),0)	=IF(N333="YES",S333-O333,"N/A")	=	IF(T333>0,T333,"N/A")	-	IF(N333="NO",S333,"N/A")		=(IF(V333="N/A",0,V333))+(IF(U333="N/A",0,U333))	
37454.5969560185	=IF(F334>R334,ROUND(SUM(((G334/(F334-E334))*(F334-R334))),2),0)	=IF(N334="YES",S334-O334,"N/A")	-	IF(T334>0,T334,"N/A")	=	IF(N334="NO",S334,"N/A")		=(IF(V334="N/A",0,V334))+(IF(U334="N/A",0,U334))	
37454.5969560185	=IF(F335>R335,ROUND(SUM(((G335/(F335-E335))*(F335-R335))),2),0)	=IF(N335="YES",S335-O335,"N/A")	=	IF(T335>0,T335,"N/A")	=	iF(N335="NO",S335,"N/A")		=(IF(V335="N/A",0,V335))+(IF(U335="N/A",0,U335))	
37454.5969560185	=IF(F336>R336,ROUND(SUM(((G336/(F336-E336))*(F336-R336))),2),0)	=IF(N336="YES",S336-O336,"N/A")	=	IF(T336>0,T336,"N/A")		IF(N336="NO",S336,"N/A")		=(IF(V336="N/A",0,V336))+(IF(U336="N/A",0,U336))	
37454.5969560185	=IF(F337>R337,ROUND(SUM(((G337/(F337-E337))*(F337-R337))),2),0)	=!F(N337="YES",S337-O337,"N/A")	=	IF(T337>0,T337,"N/A")		IF(N337="NO",S337,"N/A")		=(IF(V337="N/A",0,V337))+(IF(U337="N/A",0,U337))	
37454.5969560185	=IF(F338>R338,ROUND(SUM(((G338/(F338-E338))*(F338-R338))),2),0)	=IF(N338="YES",S338-O338,"N/A")		(F(T338>0,T338,"N/A")		IF(N338="NO",S338,"N/A")		=(IF(V338="N/A",0,V338))+(IF(U338="N/A",0,U338))	
37454.5969560185	=IF(F339>R339,ROUND(SUM(((G339/(F339-E339))*(F339-R339))),2),0)	=IF(N339="YES",S339-O339,"N/A")		IF(T339>0,T339,"N/A")		IF(N339="NO",S339,"N/A")		=(IF(V339="N/A",0,V339))+(IF(U339="N/A",0,U339))	
37454.5969560185	=IF(F340>R340,ROUND(SUM(((G340/(F340-E340))*(F340-R340))),2),0)	=IF(N340="YES",S340-O340,"N/A")		IF(T340>0,T340,"N/A")		IF(N340="NO",S340,"N/A")		=(IF(V340="N/A",0,V340))+(IF(U340="N/A",0,U340))	
37454.5969560185	=IF(F341>R341,ROUND(SUM(((G341/(F341-E341))*(F341-R341))),2),0)	=IF(N341="YES",S341-O341,"N/A")		IF(T341>0,T341,"N/A")		IF(N341="NO",S341,"N/A")		=(IF(V341="N/A",0,V341))+(IF(U341="N/A",0,U341))	
37454.5969560185	=IF(F342>R342,ROUND(SUM(((G342/(F342-E342))*(F342-R342))),2),0)	=IF(N342="YES",S342-O342,"N/A")		IF(T342>0,T342,"N/A")		IF(N342="NO",S342,"N/A")		=(IF(V342="N/A",0,V342))+(IF(U342="N/A",0,U342))	
37454.5969560185	=IF(F343>R343,ROUND(SUM(((G343/(F343-E343))*(F343-R343))),2),0)	=IF(N343="YES",S343-O343,"N/A")		IF(T343>0,T343,"N/A")		IF(N343="NO",S343,"N/A")		=(IF(V343="N/A",0,V343))+(IF(U343="N/A",0,U343))	
37454.5969560185	=IF(F344>R344,ROUND(SUM(((G344/(F344-E344))*(F344-R344))),2),0)	=iF(N344="YES",S344-O344,"N/A")		IF(T344>0,T344,"N/A")		IF(N344="NO",S344,"N/A")		=(IF(V344="N/A",0,V344))+(IF(U344="N/A",0,U344))	
37454.5969560185	=IF(F345>R345,ROUND(SUM(((G345/(F345-E345))*(F345-R345))),2),0)	=IF(N345="YES",S345-O345,"N/A")		IF(T345>0,T345,"N/A")		IF(N345="NO",S345,"N/A")		=(IF(V345="N/A",0,V344/)+(IF(U345="N/A",0,U345))	
37454.5969560185	=IF(F346>R346,ROUND(SUM(((G346/(F346-E346))*(F346-R346))),2),0)	=IF(N346="YES",S346-O346,"N/A")		IF(T346>0,T346,"N/A")		IF(N346="NO",S346,"N/A")			
37454.5969560185	=IF(F347>R347,ROUND(SUM(((G347/(F347-E347))*(F347-R347))),2),0)	=!F(N347="YES",S347-O347,"N/A")		IF(T347>0,T347,"N/A")		IF(N347="NO",S347,"N/A")		=(IF(V346="N/A",0,V346))+(IF(U346="N/A",0,U346))	
37454.5989560185	=IF(F348>R348,ROUND(SUM(((G346/(F348-E348))*(F348-R348))),2),0)	=IF(N348="YES",S348-O348,"N/A")		IF(T348>0,T348,"N/A")		if(N348="NO",S348,"N/A")		=(IF(V347="N/A",0,V347))+(IF(U347="N/A",0,U347))	
37454,5989560185	=IF(F349>R349,ROUND(SUM(((G349/(F349-E349))*(F349-R349))),2),0)	=IF(N349="YES",S349-O349,"N/A")		IF(T349>0,T349,"N/A")		·		=(IF(V348="N/A",0,V348))+(IF(U348="N/A",0,U348))	
37454.5969560185	=IF(F350>R350,ROUND(SUM(((G350/(F350-E350))*(F350-R350))),2),0)	=IF(N350="YES",S350-O350,"N/A")		IF(7350>0,T350,"N/A")		IF(N349="NO",S349,"N/A")		=(IF(V349="N/A",0,V349))+(IF(U349="N/A",0,U349))	
37454,5969560185	=IF(F351>R351,ROUND(SUM(((G351/(F351-E351))*(F351-R351))),2),0)	• • •				IF(N350="NO",S350,"N/A")		=(IF(V350="N/A",0,V350))+(IF(U350="N/A",0,U350))	
37454.5969560185	=IF(F352>R352,ROUND(SUM(((G352/(F352-E352))*(F352-R352))),2),0)	=IF(N351="YES",S351-0351,"N/A")		F(T351>0,T351,"N/A")		IF(N351="NO",S351,"N/A")		=(IF(V351="N/A",0,V351))+(IF(U351="N/A",0,U351))	
37454.5969560185	=IF(F353>R353,ROUND(SUM(((G353/(F353-E352))*(F353-R353))),2),0)	=IF(N352="YES",S352-O352,"N/A")		F(T352>0,T352,"N/A")		IF(N352="NO",S352,"N/A")		=(IF(V352="N/A",0,V352))+(IF(U352="N/A",0,U352))	
37454.5969560185	=iF(F354>R354,ROUND(SUM(((G354/(F354-E354))*(F354-R354))),2),0)	=IF(N353="YES",S353-O353,"N/A")		F(T353>0,T353,"N/A")		IF(N353="NO",S353,"N/A")		=(IF(V353="N/A",0,V353))+(IF(U353="N/A",0,U353))	
37454.5969560185	=!F(F359*R355;ROUND(SUM(((G356/(F356-E355))*(F355-R355))),2),0)	=IF(N354="YES",S354-O354,"N/A")		F(T354>0,T354,"N/A")		!F(N354="NO",S354,"N/A")		-(IF(V354="N/A",0,V354))+(IF(U354="N/A",0,U354))	
37454.5969560185		=IF(N355="YES",S355-O355,"N/A")		F(T355>0,T355,"N/A")		F(N355="NO",S355,"N/A")		(IF(V355="N/A",0,V355))+(IF(U355="N/A",0,U355))	
37454.5969560185	=IF(F356>R356,ROUND(SUM(((G356/(F356-E356)))*(F356-R356))),2),0)	=IF(N356="YES",S356-O356,"N/A")		F(T356>0,T356,"N/A")		F(N356="NO",S356,"N/A")		(IF(V356="N/A",0,V356))+(IF(U356="N/A",0,U356))	
37454.5969560185	=IF(F357>R357,ROUND(SUM(((G357/(F357-E357))*(F357-R357))),2),0)	=IF(N357="YES",S357-O357,"N/A")		F(T357>0,T357,"N/A")		F(N357="NO",S357,"N/A")		=(IF(V357="N/A",0,V357))+(IF(U357="N/A",0,U357))	
37454.5969560185	=IF(F358>R358,ROUND(SUM(((G358/(F358-E358))*(F358-R358))),2),0)	=IF(N358="YES",S358-O358,"N/A")		F(T358>0,T358,"N/A")		F(N358="NO",S358,"N/A")		=(IF(V358="N/A",0,V358))+(IF(U358="N/A",0,U358)) -	
515-1.5500000 tuo	=IF(F359>R359,ROUND(SUM(((G359/(F359-E359))*(F359-R359))),2),0)	=IF(N359="YES",S359-O359,"N/A")	=1	F(T359>0,T359,"N/A")	=1	F(N359="NO",S359,"N/A")	=	(IF(V359="N/A",0,V359))+(IF(U359="N/A",0,U359))	

		Difference between Principal	& Unearnec	At-Risk Potion of AFC Finance	Unearned Revenue fo d Customers (Amount of Cash			
Date and Time of S&S Original Filing	Staff Calculated Unearned Income (all Customers)	•	Revenue	Customer (To Be Included in Bond	1)	Bond)	TOTAL AMOUNT Included in Bond Calcu	Jatio
37454.5969560185	=IF(F360>R360,ROUND(SUM(((G360/(F360-E360))*(F360-R360))),2),0)	=IF(N360="YES",S360-O360,"N/A")	•	=IF(T360>0,T360,"N/A")	=IF(N360="NO",S360,"N/A")	=	(IF(V360="N/A",0,V360))+(IF(U360="N/A",0,U360))
37454.5969560185	=IF(F361>R361,ROUND(SUM(((G361/(F361-E361))*(F361-R361))),2),0)	=IF(N361="YES",S361-O361,"N/A")		=IF(T361>0,T361,"N/A")	=IF(N361="NO",S361,"N/A")	=	(IF(V361="N/A",0,V361))+(IF(U361="N/A",0,U361))
37454.5969560185	=IF(F362>R362,ROUND(SUM(((G362/(F362-E362))*(F362-R362))),2),0)	=IF(N362="YES",S362-O362,"N/A")		=IF(T362>0,T362,"N/A")	=IF(N362="NO",S362,"N/A")	=	(IF(V362="N/A",0,V362))+(IF(U362="N/A",0,U362))
37454.5969560185	=IF(F363>R363,ROUND(SUM(((G363/(F363-E363))*(F363-R363))),2),0)	=IF(N363="YES",S363-O363,"N/A")		=IF(T363>0,T363,"N/A")	=1F(N363="NO",S363,"N/A")	=	(IF(V363="N/A",0,V363))+(IF(U363="N/A",0,U363))
37454,5969560185	=IF(F364>R364,ROUND(SUM(((G364/(F364-E364))*(F364-R364))),2),0)	=IF(N364="YES",S364-O364,"N/A")		=IF(T364>0,T364,"N/A")	=IF(N364="NO",S364,"N/A")	=	(IF(V364="N/A",0,V364))+(IF(U364="N/A",0,U364)))
37454.5969560185	=IF(F365>R365,ROUND(SUM(((G365/(F365-E365))*(F365-R365))),2),0)	=IF(N365="YES",S365-O365,"N/A")		=IF(T365>0,T365,"N/A")	=IF(N365="NO",S365,"N/A")	=	(IF(V365="N/A",0,V365))+(IF(U365="N/A",0,U365)))
37454.5969560185	=IF(F366>R366,ROUND(SUM(((G366/(F366-E366))*(F366-R366))),2),0)	=IF(N366="YES",S366-O366,"N/A")		=!F(T366>0,T366,"N/A")	=1F(N366="NO",S366,"N/A")	=	(IF(V366="N/A",0,V366))+(IF(U366="N/A",0,U366)))
37454.5969560185	=IF(F367>R367,ROUND(SUM(((G367/(F367-E367))*(F367-R367))),2),0)	=IF(N367="YES",S367-O367,"N/A")		=IF(T367>0,T367,"N/A")	=IF(N367="NO",S367,"N/A")	: =	(IF(V367="N/A",0,V367))+(IF(U367="N/A",0,U367))	}
37454.5969560185	=IF(F368>R368,ROUND(SUM(((G368/(F368-E368))*(F368-R368))),2),0)	=IF(N368="YES",S368-O368,"N/A")		=IF(T368>0,T368,"N/A")	=IF(N368="NO",S368,"N/A")	=	(IF(V368="N/A",0,V368))+(IF(U368="N/A",0,U368)))
37454.5969560185	=IF(F369>R369,ROUND(SUM(((G369/(F369-E369))*(F369-R369))),2),0)	=IF(N369="YES",S369-O369,"N/A")		=IF(T369>0,T369,"N/A")	=IF(N369="NO",S369,"N/A")	=	(IF(V369="N/A",0,V369))+(IF(U369="N/A",0,U369)))
37454.5969560185	=IF(F370>R370,ROUND(SUM(((G370/(F370-E370))*(F370-R370))),2),0)	=IF(N370="YES",S370-O370,"N/A")		=IF(T370>0,T370,"N/A")	=!F(N370="NO",S370,"N/A")	=	(IF(V370="N/A",0,V370))+(IF(U370="N/A",0,U370))
37454.5969560185	=IF(F371>R371,ROUND(SUM(((G371/(F371-E371))*(F371-R371))),2),0)	=IF(N371="YES",S371-O371,"N/A")		=IF(T371>0,T371,"N/A")	=IF(N371="NO",S371,"N/A")	=	(IF(V371="N/A",0,V371))+(IF(U371="N/A",0,U371)))
37454.5969560185	=IF(F372>R372,ROUND(SUM(((G372/(F372-E372))*(F372-R372))),2),0)	=IF(N372="YES",S372-O372,"N/A")		=IF(T372>0,T372,"N/A")	=IF(N372="NO",S372,"N/A")		(IF(V372="N/A",0,V372))+(IF(U372="N/A",0,U372))	•
37454.5969560185	=IF(F373>R373,ROUND(SUM(((G373/(F373-E373))*(F373-R373))),2),0)	=IF(N373="YES",S373-O373,"N/A")		=!F(T373>0,T373,"N/A")	=IF(N373="NO",S373,"N/A")	=	(IF(V373="N/A",0,V373))+(IF(U373="N/A",0,U373))	i
37454.5969560185	=IF(F374>R374,ROUND(SUM(((G374/(F374-E374))*(F374-R374))),2),0)	=IF(N374="YES",S374-O374,"N/A")		=IF(T374>0,T374,"N/A")	=IF(N374="NO",S374,"N/A")		(IF(V374="N/A",0,V374))+(IF(U374="N/A",0,U374))	
		=IF(N375="YES",S375-O375,"N/A")		=IF(T375>0,T375,"N/A")	=IF(N375="NO",S375,"N/A")		(IF(V375="N/A",0,V375))+(IF(U375="N/A",0,U375))	•
		=IF(N376="YES",S376-O376,"N/A")		=IF(T376>0,T376,"N/A")	=IF(N376="NO",S376,"N/A")		(IF(V376="N/A",0,V376))+(IF(U376="N/A",0,U376))	
		=IF(N377="YES",S377-O377,"N/A")		=IF(T377>0,T377,"N/A")	=IF(N377="NO",S377,"N/A")		(IF(V377="N/A",0,V377))+(IF(U377="N/A",0,U377))	
		=IF(N378="YES",S378-O378,"N/A")		=iF(T378>0,T378,"N/A")	=IF(N378="NO",S378,"N/A")		(IF(V378="N/A",0,V378))+(IF(U378="N/A",0,U378))	•
		=IF(N379="YES",S379-O379,"N/A")		=IF(T379>0,T379,"N/A")	=IF(N379="NO",S379,"N/A")		(IF(V379="N/A",0,V379))+(IF(U379="N/A",0,U379))	
		=IF(N380="YES",S380-O380,"N/A")		=IF(T380>0,T380,"N/A")	=iF(N380="NO",S380,"N/A")		(IF(V380="N/A",0,V380))+(IF(U380="N/A",0,U380))	
		=IF(N381="YES",S381-O381,"N/A")		=IF(T381>0,T381,"N/A")	=IF(N381="NO",S381,"N/A")		(IF(V381="N/A",0,V381))+(IF(U381="N/A",0,U381))	
		=IF(N382="YES",S382-O382,"N/A")		=IF(T382>0,T382,"N/A")	=IF(N382="NO",S382,"N/A")		(IF(V382="N/A",0,V382))+(IF(U382="N/A",0,U382))	
		=IF(N383="YES",S383-O383,"N/A")		• • •	=IF(N383="NO",S383,"N/A")		(IF(V383="N/A",0,V383))+(IF(U383="N/A",0,U383))	
		=IF(N384="YES",S384-O384,"N/A")		=IF(T384>0,T384,"N/A")	=IF(N384="NO",S384,"N/A")		(1000= 10/4 ,0,1000) (1000= 10/4 ,0,0000) (1000= 10/4 ,0,0000)	
. 1		=IF(N385="YES",S385-O385,"NA")		=IF(T385>0,T385,"N/A")	=IF(N385="NO",S385,"N/A")		(IF(V385="N/A",0,V385))+(IF(U385="N/A",0,U385))	
		=IF(N386="YES",S386-O386,"N/A")		=IF(T386>0,T386,"N/A")	=IF(N386="NO",S386,"N/A")		!F(V386="N/A",0,V386))+(!F(U386="N/A",0,U386))	
		=IF(N387="YES",S387-O387,"N/A")		, , , ,	=IF(N387="NO",S387,"N/A")		IF(V387="N/A",0,V387))+(IF(U387="N/A",0,U387))	
		=IF(N388="YES",S388-O388,"N/A")		•	=IF(N388="NO",S388,"N/A")		((\data = \data \d	
		=IF(N389="YES",S389-O389,"N/A")			=IF(N389="NO",S389,"N/A")		(V380= 16/A ,0,V380)	
		=IF(N390="YES",S390-O390,"N/A")			=IF(N390="NO",S390,"N/A")		!F(V390="N/A",0,V390))+(!F(U390="N/A",0,U390))	
		=IF(N391="YES",S391-O391,"N/A")		•	=IF(N391="NO",S391,"N/A")		iF(V391="N/A",0,V391))+(IF(U391="N/A",0,U391))	
		=IF(N392="YES",S392-O392,"N/A")		•	=IF(N392="NO",S392,"N/A")		iF(V392="N/A",0,V392))+(IF(U392="N/A",0,U392))	
		=IF(N393="YES",S393-O393,"N/A")		• • •	=IF(N393="NO",S393,"N/A")		iF(V393="N/A",0,V393))+(IF(U393="N/A",0,U393))	
		=IF(N394="YES",S394-O394,"N/A")		• • •	=IF(N394="NO",S394,"N/A")	•	iF(V394="N/A",0,V394))+(IF(U394="N/A",0,U394))	
		=IF(N395="YES",S395-O395,"N/A")		•	=IF(N395="NO",S395,"N/A")		IF(V395="N/A",0,V395))+(IF(U395="N/A",0,U395))	
		=IF(N396="YES",S396-O396,"N/A")			=IF(N396="NO",S396,"N/A")		!F(V396="N/A",0,V396))+(!F(U396="N/A",0,U396))	
		F(N397="YES",S397-O397,"N/A")			=iF(N397="NO",S397,"N/A")		((V390= N/A",0,V390))+(IF(U397="N/A",0,U397))	
		=IF(N398="YES",S398-O398,"N/A")			=IF(N398="NO",S398,"N/A")		(1860,0, 187 1860)+(1870,0, 1870,0, 1870) (1890,0, 1871 1870,0, 18	
		:IF(N399="YES",S399-O399,"N/A")			=IF(N399="NO",S399,"N/A")		(1960-1017, 1747 1970) (1970) 1970 1	
		F(N400="YES",S400-O400,"N/A")			=IF(N400="NO",S400,"N/A")		((0.0395 N/A 0.0399 10 10 10 10 10 10 10	
		F(N401="YES",S401-O401,"N/A")		• • •				
		F(N402="YES",S402-O402,"N/A")		• • •	=!F(N401="NO",S401,"N/A")		IF(V401="N/A",0,V401))+(IF(U401="N/A",0,U401))	
		IF(N403="YES".S403-O403."N/A")		• • •	=IF(N402="NO",S402,"N/A") =IF(N403="NO",S403,"N/A")		IF(V402="N/A",0,V402))+(IF(U402="N/A",0,U402))	
		:IF(N404="YES",S404-O404,"N/A")		• •		-	!F(V403="N/A",0,V403))+(IF(U403="N/A",0,U403))	
		"F(N405="YES".S405-O405."N/A")			=!F(N404="NO",S404,"N/A")		IF(V404="N/A",0,V404))+(IF(U404="N/A",0,U404))	
		:IF(N406="YES",S406-O406,"N/A")			=IF(N405="NO",S405,"N/A")		IF(V405="N/A",0,V405))+(IF(U405="N/A",0,U405))	
		IF(N400="YES",S400-O400,"N/A")		•	=IF(N406="NO",S406,"N/A")		!F(V406="N/A",0,V406))+(!F(U406="N/A",0,U406))	
		IF(N408="YES",S408-O408,"N/A")		• • •	=IF(N407="NO",S407,"N/A")		!F(V407="N/A",0,V407))+(!F(U407="N/A",0,U407))	
		IF(N409="YES",S408-O408,"N/A")			=IF(N408="NO",S408,"N/A")		IF(V408="N/A",0,V408))+(IF(U408="N/A",0,U408))	
-45		IF(N410="YES",S410-O410,"N/A")			=IF(N409="NO",S409,"N/A")	•	IF(V409="N/A",0,V409))+(IF(U409="N/A",0,U409))	
	we was to a select the selection of the	"N/A", 0140-0146, 631 -01479	=	IF(T410>0,T410,"N/A")	=IF(N410="NO",S410,"N/A")	=(!F(V410="N/A",0,V410))+(!F(U410="N/A",0,U410))	

	PUC	CALCULA	I FIN IMP	UKMATION	
--	-----	---------	-----------	----------	--

						Unearned Revenue for Non Ar-	•
		Difference between Principal &	Unearned	At-Risk	Potion of AFC Financed	Customers (Amount of Cash Custome	r
Date and Time of S&S Original Filing	Staff Calculated Unearned Income (all Customers)	l in the second of the second	Revenue	Customer	To Be included in Bond)	Bond	TOTAL AMOUNT Included in Bond Calculation
37454,5969560185	=IF(F411>R411,ROUND(SUM(((G411/(F411-E411))*(F411-R411))),2),0)	=IF(N411="YES",S411-O411,"N/A")		=IF(T411>0,T411,	"N/A") =	=IF(N411="NO",S411,"N/A")	=(IF(V411="N/A",0,V411))+(IF(U411="N/A",0,U411))
37454.5969560185	=IF(F412>R412,ROUND(SUM(((G412/(F412-E412))*(F412-R412))),2),0)	=IF(N412="YES",S412-O412,"N/A")	:	=IF(T412>0,T412,	"N/A") =	=IF(N412="NO",S412,"N/A")	=(IF(V412="N/A",0,V412))+(IF(U412="N/A",0,U412))
37454.5969560185	=IF(F413>R413,ROUND(SUM(((G413/(F413-E413))*(F413-R413))),2),0)	=IF(N413="YES",S413-O413,"N/A")		=IF(T413>0,T413,	,"N/A") =	=IF(N413="NO",S413,"N/A")	=(IF(V413="N/A",0,V413))+(IF(U413="N/A",0,U413))
37454.5969560185	=iF(F414>R414,ROUND(SUM(((G414/(F414-E414))*(F414-R414))),2),0)	=IF(N414="YES",S414-O414,"N/A")		=1F(T414>0,T414,	"N/A") =	=IF(N414="NO",S414,"N/A")	=(IF(V414="N/A",0,V414))+(IF(U414="N/A",0,U414))
37454.5969560185	=IF(F415>R415,ROUND(SUM(((G415/(F415-E415))*(F415-R415))),2),0)	=iF(N415="YES",S415-O415,"N/A")	:	=IF(T415>0,T415,	"N/A") =	=IF(N415="NO",S415,"N/A")	=(IF(V415="N/A",0,V415))+(IF(U415="N/A",0,U415))
37454.5969560185	=IF(F416>R416,ROUND(SUM(((G416/(F416-E416))*(F416-R416))),2),0)	=IF(N416="YES",S416-O416,"N/A")		=IF(T416>0,T416,	"N/A") =	=IF(N416="NO",S416,"N/A")	=(IF(V416="N/A",0,V416))+(IF(U416="N/A",0,U416))
37454,5969560185	=IF(F417>R417,ROUND(SUM(((G417/(F417-E417))*(F417-R417))),2),0)	=IF(N417="YES",S417-O417,"N/A")		=IF(T417>0,T417,	"N/A") =	=IF(N417="NO",S417,"N/A")	=(IF(V417="N/A",0,V417))+(IF(U417="N/A",0,U417))
37454.5969560185	=IF(F418>R418,ROUND(SUM(((G418/(F418-E418))*(F418-R418))),2),0)	=IF(N418="YES",S418-O418,"N/A")		=IF(T418>0,T418,	"N/A") =	=IF(N418="NO",S418,"N/A")	=(IF(V418="N/A",0,V418))+(IF(U418="N/A",0,U418))
•	=SUM(S3:S418)			=SUM(U3:U418)	=	=SUM(V3:V418)	

TOTAL BOND AMOUNT

=SUM(W3:W418)

TC00-114

STATE OF SOUTH DAKOTA BEFORE THE PUBLIC UTILITIES COMMISSION

JUL 2 1 2010

In the Matter of the Application of S&S Communications/ Alterna-Cell for Authority to Resell Interexchange Telecommunications Services in the State of South Dakota File No. SOUTH DAKOTA PUBLIC UTILITIES COMMISSION APPLICATION FOR AUTHORITY

INTRODUCTION

S&S Communications/Alterna-Cell ("S&S") hereby applies to the South Dakota Public Utilities Commission (the "Commission") for certification as an interexchange carrier of telecommunications within the State of South Dakota.

INFORMATION REQUIRED BY THE COMMISSION

S&S hereby provides the information required for applications by interexchange carriers under the Commission's Telecommunications Service Rules, 20:10:24:02.

1. Name, Address, and telephone number of S&S.

S&S Communications/Alterna-Cell 125 Railroad Ave. S.E. Aberdeen, SD 57401 605-225-6650

2. The name under which S&S will provide services if different than (1) above.

S&S will operate under the name listed in (1) above until fourth quarter, 2000 when it will incorporate as RealTel, Inc. and do business as described in 3(c) below.

- 3. If S&S is a corporation, (a) the state of incorporation, date of incorporation, a copy of its certificate of incorporation or a copy of its certificate of authority to transact business in South Dakota; (b) the address of S&S's principal office, if any, in South Dakota and S&S's current registered agent in South Dakota; (c) the names and addresses of any corporation, association, partnership, cooperative or individual holding a 20 percent or greater ownership interest in S&S and the amount and character of the ownership interest; (d) the names and addresses of subsidiaries owned or controlled by S&S.
 - (a) S&S is a South Dakota partnership.



- (b) S&S's principal office is located at 125 Railroad Ave. S.E., Aberdeen, SD 57401.
- (c) S&S is currently a partnership. The following individuals each have a partnership interest of 20 percent or greater:

Les Sumption Matt Swearingen
138520 130th St., #149 135 Campbell Ave.
Aberdeen, SD 57401 Stratford, SD 57474
50% partnership interest 50% partnership interest

The Commission should be aware that in the fourth quarter of 2000, S&S is expecting to incorporate its business under the name RealTel, Inc., which will be a South Dakota corporation, and will thereafter conduct its business under the new corporate name. Upon completion of the incorporation, Les Sumption and Matt Swearingen will retain their respective ownership interests held as stock of the corporation, and no other corporation, association, partnership, cooperative or individual will hold a 20 percent or greater ownership interest in the corporation.

- (d) None.
- 4. <u>If the applicant is a partnership, the name, title and business address of each partner, both general and limited.</u>

Les Sumption Matt Swearingen
138520 130th St., #149 135 Campbell Ave.
Aberdeen, SD 57401 Stratford, SD 57474
50% partnership interest 50% partnership interest

5. A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity and the expected use of the equipment.

S&S is a provider of wireless cellular SMR telecommunications services. S&S is expanding its business to also become a provider of wireline long distance telecommunications services, using both its own facilities and reselling the services of other facilities-based carriers. S&S's services will include interstate and intrastate long distance, voice mail services, 800 number services, and calling card services. S&S will not be providing operator services, which will be provided by S&S's underlying carriers and/or applicable local exchange carriers.

6. A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity and the expected use of the equipment.

S&S will provide the described service by contracting with underlying facilities-based carriers to resell their interexchange services within South Dakota. S&S intends to provide some of its own switching for long distance customers beginning in fourth quarter 2000.

7. The geographic areas in which the services will be offered, including a map describing the service area.

Throughout the State of South Dakota.

8. A current balance sheet and income statement; a copy of S&S's latest annual report; a copy of S&S's report to stockholders; and a copy of applicant's tariff with the terms and conditions of services.

Copies of S&S's current balance sheet, income statement and latest annual report are attached hereto as Exhibit A.

S&S has prepared a proposed tariff for South Dakota which lists the rates, terms and conditions for service for all services for South Dakota. S&S may submit additional changes or modifications to this proposed tariff during the application process. S&S's proposed tariff is attached as Exhibit B.

9. The names and addresses of S&S's representatives to whom all inquiries should be made regarding complaints and regulatory matters and a description of how S&S handles customer billings and customer service matters.

Les Sumption, General Manager S&S Communications/Alterna-Cell 125 Railroad Ave. S.E. Aberdeen, SD 57401 605-225-6650

In addition, any questions regarding S&S's filing or regulatory matter may be directed to S&S's counsel:

Donald W. Niles
Patterson, Thuente & Skaar, P.A.
4800 IDS Center
80 South 8th Street
Minneapolis, MN 55402
612-349-5470

fax: 612-349-9266

Customer service and customer billing will be provided from S&S's main office in Aberdeen, South Dakota by S&S's own employees. Customer's may reach S&S's customer service personnel at 877-436-4174 or 605-225-6650.

10. A list of the states in which S&S is registered or certified to do business and if S&S has been denied registration or certification in any state, the reasons for the denial.

S&S has registered its intention to provide the above-listed services in the State of Iowa, and received and acknowledgment and statement that such services are unregulated in Iowa. S&S has also registered to provide the above-listed services in the State of Montana. S&S has not been denied certification or authorization in any state.

11. A detailed description of how S&S intends to market its services, the qualifications of its marketing sales personnel, its target market, whether S&S engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services.

S&S will be marketing its services to businesses and high use residential customers throughout South Dakota by means of its own sales force. S&S's experienced sales force consists of employees who market S&S's wireless services within South Dakota. S&S will not engage in any multilevel marketing within South Dakota. A copy of S&S's current marketing materials is attached as Exhibit C.

12. Cost support for rates shown in S&S's tariff for all noncompetitive or emerging competitive services.

Not applicable to S&S. As evidenced by S&S's proposed tariff, all of the services listed are competitive services.

CONCLUSION

S&S requests that the Commission certify it as a reseller of interexchange telecommunications services in South Dakota.

Dated: July 20, 2000

Respectfully submitted,

S&S Communications/Alterna-Cell

By: Les Sumption

FINANCIAL STATEMENTS

FOR THE SIX MONTHS ENDED JUNE 30, 2000

PREPARED FOR:

S & S COMMUNICATIONS

125 RAILROAD AVE SE

ABERDEEN, SD 57401

PREPARED BY:

CLARK & HOPFINGER, LTD.

102 SO. 2ND ST.

ABERDEEN, SD 57402

(605)-225-8890

& S Communications 25 Railroad Ave SE berdeen, SD 57401

o the Management:

e have compiled the accompanying statement of assets, liabilities and equity income tax basis of S & S Communications (a partnership) as of June 30, 000, and the related statement of revenues and expenses - income tax basis or the six months then ended, in accordance with Statements on Standards for counting and Review Services issued by the American Institute of Certified ublic Accountants. The financial statements have been prepared on the income ax basis of accounting which is a comprehensive basis of accounting other han generally accepted accounting principles.

compilation is limited to presenting in the form of financial statements nformation that is the representation of management. We have not audited or eviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

ncome tax basis requires adjustments to accounts such as inventory, accounts receivable, and accounts payable for changes made during the interim periods so well as at year end. These adjustments have not been made and the effect of the departure has not been determined.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses as per the pasis of accounting stated above. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Clark & HOPFINGER LTD

July 20, 2000

S & S COMMUNICATIONS STATEMENT OF ASSETS, LIABILITIES AND EQUITY June 30, 2000

ASSETS

URRENT ASSETS CASH IN BANK-CHECKING ACCOUNTS RECEIVABLE INVENTORY TOTAL CURRENT ASSETS		1,133.55 33,919.00 145,028.98	\$	180,081.53
PROPERTY AND EQUIPMENT BUILDINGS EQUIPMENT VEHICLES LESS: ACCUMULATED DEPRECIATION NET PROPERTY AND EQUIPMENT		72,192.82 723,552.61 10,915.03 806,660.46 453,871.00		352,789.46
OTHER ASSETS PREPAID LEASE EXP - LEHMAN PREPAID TOWER LICENSE - SABO TOTAL OTHER ASSETS	, ,	3,500.00 8,189.24		11,689.24
ΤΟΤΆΙ. ΆςςΕΤς	. 1		ė	E44 E60 22

S & S COMMUNICATIONS STATEMENT OF ASSETS, LIABILITIES AND EQUITY June 30, 2000

LIABILITIES AND EQUITY

URRENT LIABILITIES ACCOUNTS PAYABLE SHORT TERM LOANS US WEST NOTE CURRENT PORTION LT DEBT SALES TAX PAYABLE FICA TAX PAYABLE TOTAL CURRENT LIABILITIES	6,651.50 60,000.00 7,126.00 5,643.00 5,630.95 923.84	85,975.29
ONG-TERM LIABILITIES NOTE - ABERDEEN CREDIT UNION NOTES PAYABLE - INDIVIDUALS LESS CURRENT PORTION LT DEBT TOTAL LONG-TERM LIABILITIES TOTAL LIABILITIES	1,943.05 685,887.59 (5,643.00)	682,187.64 768,162.93
EQUITY CAPITAL, MATT WITHDRAWALS - MATT CAPITAL, LES WITHDRAWALS - LES CURRENT YEAR INCOME (LOSS) TOTAL EQUITY	(135,981.17) (13,241.00) (161,466.92) (17,290.80) 104,377.19	_(223,602.70)

544,560.23

TOTAL LIABILITIES AND EQUITY

S & S COMMUNICATIONS STATEMENT OF REVENUE AND EXPENSES FOR THE SIX MONTHS ENDED JUNE 30, 2000

AMOUNT	Percent
645,630.28	101.3 %
1,245.90	.2
	<u>(1.5</u>)
637,514.54	100.0
5.000.00	.8
•	53.8
	13.0
	67.6
206,711.53	32.4
•	
	1.8
•	1.7
•	.2
	5.6
	1.5
	.2
-	. 2
	.1
	.2
	• 4
	.2
	.2
-	.2
-	
	.3
	.8
	2.7
_	.2
102,334.34	16.1
104,377.19	<u>16.4</u> %
	645,630.28 1,245.90 (9,361.64) 637,514.54 5,000.00 342,788.65 83,014.36 430,803.01 206,711.53 11,780.08 10,573.40 1,423.24 35,400.00 9,497.28 1,103.00 1,557.17 139.23 509.24 957.79 184.98 1,144.42 1,521.04 1,298.03 23.82 120.44 1,963.39 4,923.89 16,968.00 1,245.90 102,334.34

FINANCIAL STATEMENTS

FOR THE TWELVE MONTHS ENDED DECEMBER 31, 1999

PREPARED FOR:

S & S COMMUNICATIONS

125 RAILROAD AVE SE

ABERDEEN, SD 57401

PREPARED BY:

CLARK & HOPFINGER, LTD.

102 SO. 2ND ST.

ABERDEEN, SD 57402

(605)-225-8890

& S Communications 25 Railroad Ave SE berdeen, SD 57401

o the Management:

We have compiled the accompanying statement of assets, liabilities and equity income tax basis of S & S Communications (a partnership) as of December 31, 1999, and the related statement of revenues and expenses - income tax basis for the twelve months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the income tax basis of accounting which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses as per the basis of accounting stated above. Accordingly, these financial statements are not designed for those who are not informed about such matters.

CLARK & HOPFINGER LTD

Clarks Anfrige, Ital.

July 19, 2000

S & S COMMUNICATIONS STATEMENT OF ASSETS, LIABILITIES AND EQUITY DECEMBER 31, 1999

ASSETS

CASH IN BANK-CHECKING ACCOUNTS RECEIVABLE INVENTORY TOTAL CURRENT ASSETS		1,591.93 33,919.00 97,139.07 \$	132,650.00
ROPERTY AND EQUIPMENT BUILDINGS EQUIPMENT VEHICLES LESS: ACCUMULATED DEPRECIATION NET PROPERTY AND EQUIPMENT		62,560.86 633,608.47 10,915.03 707,084.36 418,471.00	288,613.36
THER ASSETS PREPAID LEASE EXP - LEHMAN PREPAID TOWER LICENSE - SABO TOTAL OTHER ASSETS		3,500.00 8,189.24	11,689.24
TOTAL ASSETS	·	· \$	432,952.60

S & ·S COMMUNICATIONS STATEMENT OF ASSETS, LIABILITIES AND EQUITY DECEMBER 31, 1999

LIABILITIES AND EQUITY

CURRENT LIABILITIES

ACCOUNTS PAYABLE US WEST NOTE		6,651.50	
CURRENT PORTION LT DEBT		7,126.00	
		5,643.00	
SALES TAX PAYABLE		27,422.41	
FICA TAX PAYABLE		1,170.14	40 010 05
TOTAL CURRENT LIABILITIES		Ş	48,013.05
			•
LONG-TERM LIABILITIES			
NOTE - ABERDEEN CREDIT UNION		2,143.05	
NOTES PAYABLE - INDIVIDUALS		685,887.59	
LESS CURRENT PORTION LT DEBT		<u>(5,643.00</u>)	
TOTAL LONG-TERM LIABILITIES			682,387.64
TOTAL LIABILITIES			730,400.69
	, ,		
EQTITUM.	į.		
EQUITY CARTERAL MARIE		(154,654.76)	
CAPITAL, MATT		•	
WITHDRAWALS - MATT	'n	(21,441.46)	
CAPITAL, LES	4	(164,643.71)	
WITHDRAWALS - LES		(36,938.27)	
CURRENT YEAR INCOME (LOSS)		80,230.11	(007 440 50)
TOTAL EQUITY	•	•.	(297,448.09)
TOTAL LIABILITIES AND EQUITY		\$	<u>432,952.60</u>

S & S COMMUNICATIONS STATEMENT OF REVENUE AND EXPENSES FOR THE TWELVE MONTHS ENDED DECEMBER 31, 1999

		AMOUNT	Percent
REVENUE	\$	705,964.62	100.4 %
ALES ESS: RETURNS & ALLOWANCES	꾸	(2,754.06)	100.4 % (.4)
TOTAL REVENUE		703,210.56	100.0
IOIM MAVENOE		,	10010
COST OF SALES			
URCHASES		48,227.89	6.9
OST OF TELECOMMUNICATIONS		319,729.27	45.5
COMMISSIONS		91,492.94	13.0
TOTAL COST OF SALES		459,450.10	65.3
GROSS PROFIT FROM OPERATIONS		243,760.46	34.7
OPERATING EXPENSES			
ADMINISTRATIVE O	•	17,221.71	2.4
ADVERTISING		3,734.81	.5
VEHICLE	,	2,516.99	.4
DEPRECIATION	· · · · · · · · · · · · · · · · · · ·	82,424.00	11.7
AMORTIZATION EXPENSE	,	482.38	.1
LICENSES		2,177.50	.3
INSURANCE		600.00	.1
INTEREST	7	12,400.00	1.8
BANK CHARGES		1,687.73	2
POSTAGE & FREIGHT		248.46	
RENT		1,076.10	. 2
REPAIRS		140.40	_
SUPPLIES	•	537.01	.1
OFFICE SUPPLIES	•	3,906.55	.6
REAL ESTATE TAXES		1,319.03	.2
EMPLOYERS FICA		1,226.90	.2
STATE UNEMPLOYMENT	•	77.86	
FEDERAL UNEMPLOYMENT		116.17	
LODGING		36.06	1 0
UTILITIES		8,271.94	1.2
WAGES		16,038.00	2.3
MISCELLANEOUS		2,106.76	3
TOTAL OPERATING EXPENSES		158,346.36	22.5
NET PROFIT (LOSS) OPERATIONS		85,414.10	12.1
OTHER INCOME			
OTHER EXPENSES		/= 100 00	/ m\
NON-DEDUCTIBLE PENALITIES		(5,183.99) (5,183.99)	$\frac{(.7)}{(.7)}$
TOTAL OTHER INCOME AND EXPENSES	•	(3,103.33)	/_/
NET PROFIT (LOSS)	\$	80,230.11	<u>11.4</u> %

SOUTH DAKOTA INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services within the State of South Dakota by S & S Communications / Alterna-Cell ("Company"). This Tariff is on file with the South Dakota Public Utilities Commission ("Commission"), and copies may also be inspected, during normal business hours, at the following Company location: 125 Railroad Avenue E., Aberdeen, SD 57401.

Issued: June ___, 2000

Effective:

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

CHECK SHEET

Pages 1-26 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as identified below, reflect all changes from the original Tariff page in effect on the date indicated.

PAGE NUMBER	REVISION	<u>PAGE</u> NUMBER	REVISION
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
б	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9 .	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original		_
13	Original		•
14	Original		
15	Original		
16	Original		
17	Original		

^{*}New or Revised Pages

_		•	
ssued.	June, 2000		Effective:

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

CONCURRING, CONNECTING, PARTICIPATING AND UNDERLYING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

South Dakota Network US West Communications

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

UNDERLYING CARRIERS:

MCI WorldCom Network Services, Inc.

Issued: June ___, 2000 Effective:____

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

TARIFF FORMAT

Page Numbering – Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a) 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(I).(1).

Check Sheet – When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision, and all revisions made in a given filing are designated by an asterisk (*). The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: June ___, 2000 Effective:____

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

APPLICABILITY

This Tariff contains the service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of South Dakota by the Company.

Issued: June ___, 2000 Effective: ____

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

EXPLANATION OF SYMBOLS

(D)	To signify	discon	tinued	mat	terial

- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction in rates or charges
- (T) To signify a change in text but no change in rate or regulation

Issued: June ___, 2000 Effective:____

TABLE OF CONTENTS

TYTE DACE	Page Number
	2
CONCURRING, CONNECTING, PARTICIPATING AT	ND UNDERLYING CARRIERS
TARIFF FORMAT	
	5
EXPLANATION OF SYMBOLS	.
TABLE OF CONTENTS	7
SECTION 1 – Terms and Albreviations	9
SECTION 2 – Rules and Regulations. 2.1 – Undertaking of S & S Communications / A 2.2 – Limitations of Service 2.3 – Use 2.4 – Liability Limitations of the Company 2.5 – Taxes and Fees 2.6 – Terminal Equipment 2.7 – Installation and Termination 2.8 – Service Agreement 2.9 – Payment for Service 2.10 – Interconnection 2.11 – Refusal or Disconnection by Company 2.12 – Interruption of Service 2.13 – Inspection, Desting & Adjustments 2.14 – Tests, Pilots Promotional Campaigns, Called Control of Company 2.15 – Cost of Collection and Repair 2.16 – Customer Inquiry and Complaints 2.17 – Operator Services 2.18 – Emergency Services 2.19 – Directory Assistance Services	

Issued: June ____ 2000 Effective:_____

S & S COMMUNICATIONS / ALTERNA-CELL

S.D.P.U.C. Tariff No. 1 Original Page No. 8

SECTON 3 – Description of Service.		17
3.1 - General		
3.2 – Timing of Ct.lls		
SECTION 4 - Service Offerings, and Rates and Charges		18
4.1 ~ Basic Service		
4.2 - Association I lans		
4.3 - Residential Plans		
4.4 – Commercial Plan		
4.5 - 800/888 Inbound		
4.6 - Calling Card		
4.7 – Directory As sistance 4.8 – Call Detail		
4.9 – Toll Fraud Usage		
4.10 - Payphone Use Service Charge	,	
ATTACHMENT I - Sample: Service Agreement		

Issued: June ____, 2000

Effective:

Issued by:

SECTION 1 – TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to the Company's designated point of presence or network switching center.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of its assigned Authorization Code.

Calling Card Call - A billing arrangement whereby the originating caller may bill the charges for a call to an approved Company-issued calling card.

Collect Call - Calls billed to the called party where the called party must accept charges for the call and is responsible for payment.

Commercial Credit Card Call - A billing arrangement by which a call may be charged to an authorized major commercial credit card, such as MasterCard, VISA, or Diners Club.

Commission – refers to the South Dakota Public Utilities Commission.

Company – S & S Communications / Alterna-Cell.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses services and is responsible for the payment of charges and/or compliance with tariff regulations.

IntraLATA - Pertaining to calls that originate and terminate within a single LATA.

InterLATA - Pertaining to calls that originate in one LATA and terminate in a different LATA.

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

Effective: Issued: June , 2000

> Issued by: Les Sumption, President S & S Communications / Alterna-Cell

125 Railroad Avenue E. Aberdeen, SD 57401

SECTION 1 – TERMS AND ABBREVIATIONS (CONT'D)

Operator Dialed Surcharge – A charge applying to calls made when the user dials any valid company operator access code and requests that the operator dial the destination number.

Operator Station Call – A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call – A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Personal Identification Number (PIN) - See Authorization Code.

Third Party Billing – A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

1.1 Explanation of Acronyms and Trade Names Used in This Tariff

CPE	Customer Premises Equipment
S & S	S & S Communications / Alterna-Cell
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
NPA	Numbering Plan Area
PBX	Private Branch Exchange

Issued: J	June,	2000	Effective:

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating and terminating within the State of South Dakota under the terms and conditions of this Tariff.

The Company installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations of Service

- 2.2.1 Service is offered subject to Customer completing and Company accepting an application for service, subject to the availability of the necessary facilities and equipment or both facilities and equipment, and subject to the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this Tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer by Customer.

 All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited, provided that such use is voice only, and not internet or data transmission.

Issued: June, 2000	Effective:

Issued by:

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Liability Limitations of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service of facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Customer under this Tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.5 Taxes and Fees

- 2.5.1 Any governmental taxes and fees, assessments, license, or other similar taxes or fees imposed upon Company on a per call and/or usage basis shall be billed to Customer pro rata, insofar as practical, in addition to the rates and charges set forth in this Tariff, and shall be stated separately on the Customer's bill.
- 2.5.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and the Payphone Surcharge.

Issued: June	. 2000	Effective:

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Terminal Equipment

The Company's facilities and services may be used with or terminated on Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed and terminated upon mutual agreement between the Customer and the Company, except as otherwise provided in this Tariff.

2.8 Service Agreement

A Service Agreement is used when the Company and the Customer enter into certain term and/or other contractual commitments as described in this Tariff. A sample Service Agreement may be found in Attachment I of this Tariff, which is incorporated herein by reference.

2.9 Payment for Service

- 2.9.1 All fees and charges billed to the Customer are payable to the Company. Terms and conditions for payment shall be in compliance with Commission rules. Denial of service to Customers for non-payment will only occur with the proper notice required by Commission rules.
- 2.9.2 All bills shall be rendered monthly. Bills are due within 20 days after issuance and deposit in the U.S. Mail. All Customer surcharges will be stated separately on billings.

2.9.3 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to South Dakota law and rules of the Commission.

		·			
Issued: June	. 2000			Effective:	

Aberdeen, SD 57401

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.10 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carriers. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.11 Refusal or Discontinuance by Company

- 2.11.1 The Company may refuse or discontinue service with proper notice to the Customer for any of the following reasons:
 - (A) For failure of the Customer to pay a bill for service when it is due
 - (B) For failure of the Customer to meet the Company's deposit and credit requirements
 - (C) For failure of the Customer to make proper application for service
 - (D) For Customer's violation of any of the Company's rules on file with the Commission
 - (E) For failure of the Customer to provide the Company reasonable access to its equipment and property
 - (F) For Customer's breach of the Service Agreement between the Company and the Customer
 - (G) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service
 - (H) When necessary for the Company to comply with any law, regulation, order or request of any governmental authority having jurisdiction
- 2.11.2 The Company may refuse or discontinue service without notice to the Customer for any of the following reasons:

	 	ANT E
Issued: June, 2000		Effective:

Issued by: Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E.

125 Railroad Avenue I Aberdeen, SD 57401

SECTION 2 – RULES AND REGULATIONS (CONT'D)

- (A) In the event of tampering with the Company's equipment
- (B) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (C) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (D) In the event of fraudulent use of the service.

2.12 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, or to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the liability limitations provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within its control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by automatic dialing equipment are not deemed an interruption of service as defined herein.

Customers will receive a bill credit proportionate to the amount of monthly charges for all services rendered inoperative during the interruption. The adjustment shall begin with the hour of the report of the interruption to the Company.

2.13 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made if less than 24 hours.

2.14 Tests, Pilots, Promotional Campaigns, Contests and Competitive Responses

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services in accordance with the rules of the Commission. The Company may also offer special pricing (rates and charges) in response to competition, subject to the Commission's rules regarding the same.

2.15 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

Issued: June, 2000	Effective:

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.16 Customer Inquiry and Complaints

Customers may direct inquiries and complaints to the Company or the Commission at the addresses and toll-free numbers set forth below:

S & S Communications / Alterna-Cell

125 Railroad Avenue E.

Aberdeen, South Dakota 57401

877-436-4174

South Dakota Public Utilities Commission

State Capitol Building

500 East Capitol Avenue

Pierre, South Dakota 57501

(800) 332-1782

2.17 Operator Services

The Company does not provide operator service. Such calls are routed through the local exchange company, or through the underlying carrier if Customer dials "1+", and billed accordingly.

2.18 Emergency Services

If a caller dials "911" or any other emergency access telephone number, such calls are routed through the local exchange company.

2.19 Directory Assistance Services

Such calls are routed through the local exchange company, or through the underlying carrier if Customer dials "1+", and billed accordingly.

Issued: June ___, 2000 Effective:_____

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

The Customer is charged for each call placed through the Company. Charges are computed based on duration of each call. Duration of each call is measured as stated in the description for each service offering.

3.2 Timing of Calls

Billing for calls placed over the network is based on the duration of the call.

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. A positive response from the called party is required for all calls.
- 3.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.2.3 Minimum call duration of eighteen (18) seconds is used for billing and additional increments for billing of six (6) seconds are used for additional increments.
- 3.2.4 There is no billing applied for incomplete calls.

Issued: June	. 2000	Effective:

Issued by:

SECTION 4 – SERVICE OFFERINGS, AND RATES AND CHARGES

4.1	Basic Service*	Rates	
	No Term Commitment 18 Month Term Commitment	\$.10 per minute \$.09 per minute	

- * No Monthly Fees
- * No Monthly Minimum/Maximum
- * If the Customer cancels service prior to expiration of the Term Commitment, or if the Company cancels service prior to expiration of the Term Commitment due to Customer's breach of this Tariff or the Service Agreement, then in either of those events, the Customer shall be liable to the Company for the greater of (1) all previously earned discounts, or (2) an amount equal to the estimated usage (based on prior usage) remaining on the balance of the Term Commitment.

Issued:	June	, 2000	,	Effective:

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

SECTION 4 – SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.2	Association Plans*	Rates		
	5 Year Term Commitment/500 Minutes Per Month	\$.061 per minute (\$1,837.65 total)		
	5 Year Term Commitment /1350 Minutes Per Month	\$.045 per minute (\$3,675.03 total)		

- * Total rates and charges must be pre-paid in advance by Customer at time of signing of Service Agreement (or Customer may arrange for pre-payment to be financed through a third-party financing company), and are non-refundable.
- * Calls over allotted time will be billed at Basic Service rates (\$.10 per minute)
- * Usage may include Calling Card calls
- * Customer may subscribe to multiple Association Plans for all of its accounts and/or locations
- * Company may periodically market these plans at trade shows and other special promotions by adding an additional year of service at the same aggregate price.

Issued: June, 2000	Effective:

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

SECTION 4 – SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.3	Residential Plans*	Rates

- 3 Year Term Commitment/Unlimited Minutes Per Month \$75.00 per month (\$2,700.00 total)
- 5 Year Term Commitment/Unlimited Minutes Per Month \$52.83 per month (\$3,170.00 total)
- * Total rates and charges must be pre-paid in advance at time of signing of Service Agreement (or Customer may arrange for pre-payment to be financed through a third-party financing company), and are non-refundable except as otherwise provided herein.
- * Only available to residential customers/lines
- * Customer must qualify for the Residential Plans by providing the Company with the 3 most recent long distance invoices showing that Customer's average long distance usage does not exceed \$300.00 per month.
- * Company may terminate the Residential Plans in the event Customer's actual usage exceeds, or is expected to exceed, \$400.00 in any one month (based upon Basic Service rates), and if such termination occurs, Customer shall be liable to Company for any usage in excess of the pre-paid amount, and Customer shall be entitled to a refund for any remaining balance of the pre-paid amount (each based upon Basic Service rates of \$.10 per minute regarding the excess usage).
- * Company may periodically market these plans at trade shows and other special promotions by adding an additional year of service at the same aggregate price.

ssued: June	. 2000		Effective:	

Issued by:

SECTION 4 - SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.4 <u>Commercial Plan</u>* <u>Rates</u>

- 3 Year Term Commitment/Unlimited Minutes Per Month \$153.30 per month (\$5,519.00 total)
- * Total rates and charges must be pre-paid in advance at time of signing Service Agreement (or Customer may arrange for pre-payment to be financed through a third-party financing company), and are non-refundable except as otherwise provided herein.
- * Customer must qualify for the Commercial Plan by providing the Company with the 3 most recent long distance invoices showing that Customer's average long distance usage does not exceed \$500.00 per month.
- * Company may terminate the Commercial Plan in the event Customer's actual usage exceeds, or is expected to exceed, \$750.00 in any one month (based upon Basic Service rates), and if such termination occurs, Customer shall be liable to Company for any usage in excess of the pre-paid amount, and Customer shall be entitled to a refund for any remaining balance of the pre-paid amount (each based upon Basic Service rates of \$.10 regarding the excess usage).
- * Company may periodically market thise plan at trade shows and other special promotions by adding an additional year of service at the same aggregate price.

Issued: June, 2000	Effective:

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

SECTION 4 – SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.5 <u>800/888 Inbound</u> <u>Rates</u>

\$.10 per minute

Issued: June ___, 2000 Effective:_____

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401 er Le

SECTION 4 – SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.6	Calling Card	Rates
	If Customer subscribing to other Company services	\$.17 per minute
	If Customer not subscribing to other Company services	\$.19 per minute

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell

125 Railroad Avenue E. Aberdeen, SD 57401

SECTION 4 – SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.7 <u>Directory Assistance</u> <u>Rates</u>

\$1.00 per call

Issued	l: J	une	,	20	U
--------	------	-----	---	----	---

Effective:____

SECTION 4 – SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.8	Call Detail*	Kates
		\$5.00 per mor

* not available for Basic Service customers

Issued: June, 2000	Effective:

Issued by:

SECTION 4 - SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.9 Toll Fraud Usage

Service obtained by customer and /or third parties through toll fraud shall be billed to the party or parties participating in, furthering or otherwise causing such usage at a rate of \$.30 per minute. Toll fraud usage includes internet usage under unlimited calling plans. Toll fraud usage involving credit card fraud shall also incur an additional charge of \$.50 per each credit card access.

Issued: June ___, 2000 Effective:

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 4 - SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.10 Payphone Use Service Charge

A payphone use service charge applies to each completed interLATA and intraLATA long distance call made over a payphone, including those made using a calling card, collect calls, calls billed to a third number, completed calls to directory assistance, and prepaid card service calls. All customers will pay the Company a per call service charge of \$.30.

•			1	
Issued: June	2000	Effective.		

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

SAMPLE SERVICE AGREEMENT (ATTACHMENT I)

Issued: June ___, 2000

Effective:

Issued by:

Les Sumption, President S & S Communications / Alterna-Cell 125 Railroad Avenue E. Aberdeen, SD 57401

S & S Communications Long	Distance Service Agreement New Contract Change
Customer Name	Company Name
Cosionio (dana	
Home Street Address PO Box	Business Street Address PO Box
City/State/Zip Code	City/State/Zip Code
Home Phone Other	Contact Name Work Phone
	and of the Ala Cal Prints and a 10 ft of the 100% and
Social Security Number Social Security Nu	mber Federal ID #
Continental US Residential Plans	Association
5 Year - Unlimited Long Distance Service (\$3170.00) • Not for Internet use	6 Year - 1350 minutes per month (\$3675.03) Over 1350 minutes billed at 10¢ per minute
Notes:	Notes:
5-14-14-15-14-14-14-14-14-14-14-14-14-14-14-14-14-	5 Year - 500 minutes per month (\$1837.65)
B Year - Unlimited Long Distance Service (\$2700.00) Not for Internet use	Over 500 minutes billed at 10¢ per minute
Notes:	Notes:
Commercial	Rotes By The Minute
3 Year - Unlimited Long Distance Service (\$5519.00)	9¢ minute
Notes:	Requires 11/2 year commitment 10¢ minute
Calling Cards Rate:Dup	● No commitment required
Access Codes:	 No Monthly Fees ■ In or Out of State ■ 24hrs - 7days Week No Minimum ■ No Limit ■ No Access Code
Access Codes:	800 Number Rate:
Access Codes:	Number assigned:
Access Codes:	Attached to: (phone number)
	Cash Charge
Leased Financed Credit Check Approval	Service and Equipment Approval
BY SIGNATURE SUBSCRIBER CONFIRMS THE TRUTH AND COMPLETENESS OF THE INFORMATION AND AUTHORIZES COMPANY TO OBTAIN FROM ANYONE INFORMATION ABOUT SUBSCRIBERS CREDIT HISTORY OR ITS AGENTS. UNAUTHORIZED BUSINESS SKINATURES WILL BE PERSONALLY	AS OF THE DATE OF THIS CONTRACT FOR SERVICE. CUSTOMER SHALL RECEIVE ITS TELEPHONE SERVICE FROM S & S COMMUNICATIONS UNDER THE PLAN LETED ON THIS SERVICE AGREEMENT, SIGNATURE CONFIRMS THAT THE SUBSCRIBER AGREES TO THE PLANS, TERMS AND CONDITIONS NOTED AND CONFIRMS IT HAS REAL ALL TERMS AND CONDITIONS OF THIS AGREEMENT.
LIABLE FOR AMOUNTS NOT PAID WHEN DUE. Printed Name	Customer Signature Date
Signature Date	Sales Person Date
Local Phone Co.	Executive Sales Representative Date
tocal i notie Co.	
in the state of th	Notes:
Est. Minutes:	
Referral Paid To:	
The state of the s	
45 Day Grace for change over to MCI	1

5&5 Communications

- **★**Calling Cards
- ¥800 Numbers
- ¥Financing Available
- **¥Unlimited Long Distance Plans**
- ¥All Transport provided by MCl WorldCom



PROUD PARTNERS IN TELECOMMUNICATIONS

Distance Plans Offered

Residential Plans

- 3 Year Unlimited Service month/poment miow a \$107.10
 - Averages \$79.78 per month
 - Financed 3 yrs. monthly payments \$107.10 including tax
 - Cash price is \$2862.00 including tax regress applies to in and out of state US calls. Not for internet use
- 5 Year Unlimited Service
 - Averages \$56.17 per month
 - Financed 4 yrs. monthly payments \$102.55 including tox
 - Cash price is \$3360.20 including tax.
 Proprom applies to in and out of state US calls * Not for

Commorcial Plans

- 3 Year Unlimited Service
 - Averages \$162.78 per month.

 - Financed 3 yrs monthly payments \$217.78 including tax
 Cash price is \$5850.14 including tax
 Pegron spyline to in onlimit of state US calls a Not for Inhursh use

толину роуппанц са low са \$59**.**88

Association Plans

- 5 Year 500 minutes per month
 - · Averages \$32.80 per month
 - · Financed A yrs. monthly payments \$59.88 including too
 - Cosh price is \$1957.93 including tox
- 5 Year 1350 minutes per month monthly paperts where \$118.83
 - · Averages \$65.08 per month
 - Financed 4 yrs. monthly payments \$118.83 including tax
 - Cash price is \$3895.00 including tox Program applies to in and out of claim US calls.

We have a plan that will fit your needs.

Rates By The Minute

9¢ per minute

¬1/2 year commitment required

10¢ per minute

No commitment required

No Monthly Fee - In and Out of State

- 24 hrs. 7 Days a Wook
- ◆No Minimum ◆No Limit
 - No Access Code



REAL VALUE.

ANYTHING ELSE IS JUST A GIMMICK.

S & S Communications • 125 Railroad Avenue • Aberdeen, 5D • 605-225-6650 • 1-877-436-4174

6052256650

& S Communications Progress Report

1287 Smirmunications was formed in 1987 as a two way radio company which provided UHF repeater and local telephone radio service to the Aberdeen area.

1985 String of 1989, S & S Communications was a successful bidder of a government contract, for mobile radio equipment for the BIA roads division.

182 Communications expanded its territory by adding additional mobile telephone sites in Mound City, SD and Miller, SD.

The customer base quadrupled and revenues tripled. In 1991 S & S Communications acquired and moved to its current location. We wan the County contract bid to design and install the new county-wide communications system for the Brown County Sheriff's Office. S & S also took over maintenance of the patrol cars and personal hand held communications equipment. S & S also installed a secure scrambling system for the new network, and a multiple-wide area tower link for the northern Brown County area.

182 and two more tower sites, one at Vayland, SD and one at Loyalton, SD. We also were awarded the government bid of the new E.D.S. (Emergency Disaster Service) System, this system provides paging, repeater radio service and telephone service to all the 11 Fire Departments and all of the Ambulance services in Brown County.

28 Rs granted authority from the FCC to provide wide area digital SMR wireless telephone service to northeastern South Dakota.

1 6 2 4 We had raising capital for an 8 tower SMR cellular system. By September of 1994 we had raised enough to purchase a central raising capital first of its class to be put ontral switch hub. S & S began its construction late in 1994 with the installation of the "mega switch". First of its class to be put online in South Dakota. A joint venture between GE, Hark Systems, and S & S Communications, this switch system network will be the backbane of all service that S & S will produce, bring wireless telephone, data fax, voice mail, paging service, and long distance services to the northeast part of South Dakota areas that S & S services.

s & s the first company to successfully negotiate a special (type 2) contract with US West Communications, this contract provided a hubbing arrangement between the 5 & S network and the US West network to provide a high speed low cost transport for intrastate calls in South Dakota.

Late in 1995 S & S negotiated another contract with Sprint Communications to provide interstate long distance services for the network. Also in 1995, 5 & 5 and in particular, Les Sumption was asked to serve on our local Jail Task Force Committee to evaluate the security and the communications system now in use in the old building and recommend upgrades when remodeling begins to the jail.

1822 Ensurated a 280 ft. tower in Hoven, SD for cellular services. Expanding the operation to the Bowdel, Hoven, Selby, and Akaska areas.

228 Regotiates a new interstate long distance contract with MCI WorldCom. This contract will provide low cost interstate long distance service to all of our network enabling S & S Communications to be a contender in providing long distance telecommunications to South Dakota.

1 & again signs a contract with MCI WorldCom for a long distance telecommunications rebilling service allowing S & S to provide long distance telecommunications and 800 number service to South Dakota.

fourth quarter of 2000, S & S Communications will incorporate and a new company will be born called Real Tel. Also in 2000 a new 1+ dialing switch will be installed at the Aberdeen facility.

Currently 5 & \$ Communications has applied for a notion wide carrier access code which will enable \$ & \$ to market nation wide its long distance services.

AT LAST ANOTHER NATION WIDE TELECOMMUNICATIONS CONTENDER IS BORN. ,05/28/2000

6052256650

Long Distance Plans Offered

Residential Plans

3 Year Unlimited Service

monthly payments as low as \$107.10

- Averages \$79.78 per month
- Financed 3 yrs. monthly payments \$107.10 plus tax
- Cash price is \$2862.00 including tax Program applies to in and out of state US calls.

5 Year Unlimited Service

monthly payments as low as \$102.55

- Averages \$56.17 per month
- Financed 4 yrs. monthly payments \$102.55 plus tax
- Cash price is \$3360.20 including tax Program applies to in and out of state US calls.

Commercial Plan

3 Year Unlimited Service

monthly payments as low as \$217.78

- Averages \$162.78 per month
- Financed 3 yrs. monthly payments \$217:78 plus tax
- Cash price is \$5850.14 including tax Program applies to in and out of state US calls.

Association Plans

5 Year - 500 minutes per month

monthly payments as low as \$59.88

- Averages \$32.80 per month
- Financed 4 yrs. monthly payments \$59.88 plus tax
- Cash price is \$1957.91 including tax Program applies to in and out of state US calls.

5 Year - 1350 minutes per month

monthly payments as low as \$118.83

- Averages \$65.08 per month
- Financed 4 yrs. monthly payments \$118.83 plus tax
- Cash price is \$3895,00 including tax. Program applies to in and out of state US calls.

Rates By The Minute

9¢ per minute

11/2 year commitment

10¢ per minute

No commitment required

No Monthly Fee • In and Out of State • 24 hrs. - 7 Days a Week No Mininum • No Limit • No Access Code

All Long Distance transport provided by MCI WorldCom

- Some restrictions apply:

 1. Association plans calls over plan allotted time bill at 104 per minute.

 - 2. ANY Directory assistance (555-1212, ed.) will be billed at \$1.00 for each call
 3. No 900 or international calls are included in these plans, and will be billed accordingly
 - Long distance applies to the US, 50 states
 - 5. \$5.00 Monthly charge for detail call accounting for Unlimited Residential, Association and Commercial plans, if requested.



Capitol Office Telephone (605)773-3201 FAX (605)773-3809

Transportation/ Warehouse Division Telephone (605)773-5280 FAX (605)773-3225

> Consumer Hotline 1-800-332-1782

TTY Through Relay South Dakota 1-800-877-1113

Internet Website www.state.sd.us/puc/

Jim Burg Chairman Pam Nelson Vice-Chairman Laska Schoenfelder Commissioner

William Bullard Jr. Executive Director

Harlan Best Martin C. Bettmann Sue Cichos Karen E. Cremer Terry Emerson Michele M. Farris Marlette Fischbach Heather K. Forney Lucy Fossen Mary Giddings Lewis Hammond Leni Healy Mary Healy Camron Hoseck Lisa Hull Dave Jacobson Jennifer Kirk Bob Knadle Delaine Kolbo Charlene Lund Gregory A. Rislov Keith Senger Rolayne Ailts Wiest

South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

August 1, 2000

Lee Sumption, General Manager S&S Communications/Alterna-Cell 125 Railroad Ave. S.E. Aberdeen, SD 57401

RE: SDPUC Docket TC00-114 - In the Matter of the Application of S&S Communications/Alterna-Cell for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Dear Mr. Sumption:

S&S Communications/Alterna-Cell filed an application on July 21, 2000, for a certificate of authority to provide telecommunication services in South Dakota. The following are questions or suggested changes resulting from my review of the submitted application and tariff:

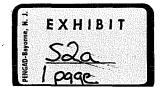
- 1. The financial statements submitted do not meet the requirements of ARSD 20:10:24:02(08) because they do not include a cash flow statement. Please provide the required statement.
- 2. Blease provide the "E-mail address ...of the applicant's representatives to whom all inquiries must be made regarding complaints and regulatory matters" as required by ARSD 20:10:24:02(9).
- 3. Please provide the applicants "Federal tax identification number" [ARSD 20:10:24:02(13)].
- 4. Please provide "the number and nature of complaints filed against the applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered" [ARSD 20:10:24:02(14)].
- 5. According to the application S&S will be incorporating as RealTel, Inc. in the fourth quarter 2000. At the time this is complete, you must inform the Commission of the business entity and name change and you must provide a copy of the certificate of authority to transact business in South Dakota from the Secretary of State.

Please provide the above requested information by August 29, 2000.

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us .

Sincerely,

Keith Senger, Utility Analyst





S&SCommunications

S & S Communications Aberdeen, SD 57401 Phone 605 225 2806 Fax 605 225 6650



Enclosed please find the documents you required, to complete the review of our tariff Attached is a copy of the letter we received from you with the questions.

Answers to the attached questions

- 1. Enclosed you will find the cash flow statements (Attachment A)
- 2. lesfromsd@webtv.net and sscommms@midco.net
- 3. Federal Tax ID # 46-0398023
- 4. There has been no complaints
- 5. We will be in contact with you upon completion of the incorporation.

Sincerely Les Sumption 125 Railroad Ave. SE Aberdeen SD 57401

RECEIVED

AUG 0 8 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION



S & S COMMUNICATIONS STATEMENT OF CASH FLOWS FOR THE YEAR-TO-DATE ENDING DECEMBER 31, 1999 INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

NET INCOME		80,230.11
NONCASH ITEMS INCLUDED IN NET INCOME DEPRECIATION AND AMORTIZATION CHANGES IN:	82,906.38	
DECREASE <increase>-RECEIVABLES DECREASE<increase>-INVENTORY INCREASE<decrease>-ACCTS. PAY. INCREASE<decrease>ACCRUED LIAB TOTAL ADJUSTMENTS NET CASH PROVIDED BY (USED BY) OPERATING ACTIVITIES</decrease></decrease></increase></increase>	(27,385.48) 30,208.03 6,651.50 26,143.70	<u>118,524.13</u> 198,754.24
CASH FLOWS FROM INVESTING ACTIVITIES CAPITAL EXPENDITURES DECREASE <increase>OTHER ASSETS NET CASH PROVIDED BY (USED BY) INVESTING ACTIVITIES</increase>	(128,414.71) (8,471.62)	(136,886.33)
CASH FLOWS FROM FINANCING ACTIVITIES ADDITIONS <payments>-ST DEBT ADDITIONS<payments>-LT DEBT DISTRIBUTIONS OF CAPITAL NET CASH PROVIDED BY (USED BY) FINANCING ACTIVITIES</payments></payments>	(5,617.00) 3,317.00 (58,379.73)	(60,679.73)
NET INCREASE (DECREASE) IN CASH		1,188.18
CASH AT BEGINNING OF YEAR		403.75
CASH AT END OF PERIOD		1,591.93
ANALYSIS OF CASH COMPONENTS CASH IN BANK		1,591.93
TOTAL CASH COMPONENTS		1,591.93

S & S COMMUNICATIONS STATEMENT OF CASH FLOWS FOR THE YEAR-TO-DATE ENDING DECEMBER 31, 2000 INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

NET INCOME		104,377.19
NONCASH ITEMS INCLUDED IN NET INCOME DEPRECIATION AND AMORTIZATION	35,400.00	
CHANGES IN: DECREASE <increase>-INVENTORY INCREASE<decrease>ACCRUED LIAB</decrease></increase>	(47,889.91) (22,037.76)	
TOTAL ADJUSTMENTS NET CASH PROVIDED BY (USED BY)		<u>(34,527.67</u>)
OPERATING ACTIVITIES		69,849.52
ASH FLOWS FROM INVESTING ACTIVITIES CAPITAL EXPENDITURES NET CASH PROVIDED BY (USED BY) INVESTING ACTIVITIES	(99,576.10)	(99,576.10)
ASH FLOWS FROM FINANCING ACTIVITIES ADDITIONS <payments>-ST DEBT ADDITIONS<payments>-LT DEBT DISTRIBUTIONS OF CAPITAL NET CASH PROVIDED BY (USED BY)</payments></payments>	60,000.00 (200.00) (30,531.80)	
FINANCING ACTIVITIES		29,268.20
NET INCREASE (DECREASE) IN CASH		(458.38)
CASH AT BEGINNING OF YEAR		1,591.93
CASH AT END OF PERIOD	•	1,133.55
ANALYSIS OF CASH COMPONENTS CASH IN BANK		1,133.55
TOTAL CASH COMPONENTS		1,133.55



Capitol Office Telephone (605)773-3201 FAX (605)773-3809

Transportation/ Warehouse Division Telephone (605)773-5280 FAX (605)773-3225

> Consumer Hotline 1-800-332-1782

TTY Through Relay South Dakota 1-800-877-1113

Internet Website www.state.sd.us/puc/

Jim Burg Chairman Pam Nelson Vice-Chairman Laska Schoenfelder Commissioner

William Bullard Jr. Executive Director

Harlan Best Martin C. Bettmann Sue Cichos Karen E. Cremer Terry Emerson Michele M. Farris Marlette Fischbach Heather K. Forney Lucy Fossen Mary Giddings Lewis Hammond Leni Healy Mary Healy Camron Hoseck Lisa Hull Dave Jacobson Jennifer Kirk Bob Knadle Delaine Kolbo Charlene Lund Gregory A. Rislov Keith Senger Rolayne Ailts Wiest

South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

August 29, 2000

Les Sumption, General Manager S&S Communications 125 Railroad Ave. S.E. Aberdeen, SD 57401

RE: SDPUC Docket TC00-114 - In the Matter of the Application of S&S Communications/Alterna-Cell for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Dear Mr. Sumption:

Please provide Staff with the following information pertaining to your application for a certificate of authority to provide telecommunication services in South Dakota:

- 1. Please provide the total number of South Dakota customers for which S&S is currently providing "landline" or "wireline" telecommunication services.
- Section 4 of the proposed tariff lists the service offerings. Please provide the number of current South Dakota customers under each plan. Also please provide the number of current South Dakota customers under any other wire line plan not listed in the proposed tariff and the detail of such plans.
- 3. Additionally section 4 states that "total rates and charges must be pre-paid in advance by the Customers at time of signing of Service Agreement". What is the total amount of S&S's unearned revenues prepaid by the customers listed above? How are these prepaids recorded on the applicant's financial statements?
- 4. Section 4 also states that the "Customer may arrange for prepayment to be financed through a third-party financing company". Does S&S make any recommendations to customers about financing companies? If so, do any of the partners in S&S have any financial or management interest in these financing companies?
- 5. Please explain the "Non-Deductible Penalities" expense of \$5,183.99 listed on the December 31, 1999, Statement of Revenue and Expenses.



- 6. Commission records show that S&S paid gross receipts tax on \$441,327 of revenues for the 1999 calendar year. S&S's Statement of Revenue and Expense for the twelve months ended 12/31/1999 shows total revenues of \$703,210.56. Please provide further break down (detail accounts) of the total revenue and reconcile the difference between the revenue amounts listed above.
- 7. In order to protect South Dakota consumers, the South Dakota Public Utilities Commission (SDPUC) requires applicants with unknown or marginal financial capabilities to submit a bond naming the South Dakota Public Utilities Commission and the consumers of South Dakota as beneficiaries. Based on the financial information received and the type of service plans offered, the applicant has not demonstrated adequate financial capability. Therefore, I am requesting that the applicant submit a surety bond for an amount that exceeds the total of South Dakota customer prepaids held by the company. The company shall provide quarterly reports to the Commission, showing the amount of South Dakota customer prepaids held by the company and shall update its bond quarterly if necessary. The bond amounts shall be in increments of \$25,000. The bond requirement will be placed in the Commission order granting authority. The applicant is free to apply to the Commission for removal of the bond requirement once financial capability improves or is made known. I am including a sample bond that the Commission has accepted in the past. Please use this format if the applicant agrees with the bond requirements.

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us .

Sincerely,

Keith Senger, Utility Analyst

CC: Norm Abramson

TE00-016

INDEMNITY BOND to the PEOPLE OF THE STATE OF SOUTH DAKOTA

Bond. No. 23-89-90

We, TeleDistance, Inc. the principal and applicant for a CERTIFICATE OF AUTHORITY, to reself long distance telecommunications services within the State of South Dakota, and National Union Fire Insurance Company of Pittsburgh, PA as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the sum of \$25,000.00.

The conditions of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of TeleDistance, Inc. for any prepayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharges and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date heron and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 24th day of February, 2000
To be effective this 24th day of February, 2000

TeleDistance, Inc.

*National Union Fire Insurance Company Of Pittsburgh, PA

Countersigned this 24th day of

February, 2000

Countersigned for South Dakota

Resident Agent

Kathleen K. Freund, Attorney-in-Fact

PATTERSON, THUENTE, SKAAR & CHRISTENSEN P.A.

4800 IDS Center 80 South 8th Street Minneapolis, Minnesota 55402 USA

FACSIMILE COVER SHEET

TELEPHONE: (612) 349-5740 TOLL FREE: 1-800-331-4537

FACSIMILE: (612) 349-9266

TOTAL NUMBER OF PAGES BEING SENT (INCLUDING COVER SHEET): 5

[] Original documents to follow by mail

[x] No originals will be sent

DATE:

PHONE:

August 31, 2000

TO:

Keith Senger

SDPUC

(605) 773-3201

YOUR REF .:

OUR REF.: 2447.00-00-01

FAX #: (605) 773-3809

FROM:

Donald W. Niles

PHONE #:

(612) 349-3007

COMMENTS:



PATTERSON, THUENTE & SKAAR, P.A.

Patent, Trademark, Copyright & Related Causes

WRITER'S DIRECT DIAL: (612) 349-3007

August 31, 2000

VIA FACSIMILE

Mr. Keith Senger South Dakota Public Utilities Commission State Capitol Building 500 E. Capitol Ave. Pierre, SD 57501-5070

Dear Mr. Senger:

The following information is provided in response to the questions you raised in your letter to Mr. Sumption of August 29, 2000:

I. Please provide the total number of South Dakota customers for which S&S is currently providing "landline" or "wireline" telecommunication services.

Answer: Total South Dakota customers: 360

- Section 4 of the proposed tariff lists the service offerings. Please provide the number of current South Dakota customers under each plan. Also please provide the number of current South Dakota customers under any other wire line plan not listed in the proposed tariff and the detail of such plans.
 - Answer: (a) Residential 5-year unlimited plan: 51
 5-year association plan: 92
 3-year commercial unlimited plan: 30
 by the minute 9-cent plan: 68
 by the minute 10-cent plan: 12
 19-cent dedicated travel card: 10
 - Old offerings of past promotions (these are no longer available to new customers).
 Residential 7-year unlimited: 58

Residential 10-year unlimited: 39

Keith Senger August 31, 2000 Page 2

- 3. Additionally Section 4 states that "total rates and charges must be pre-paid in advance by the Customers at time of signing of Service Agreement." What is the total amount of S&S's unearned revenues prepaid by the customers listed above? How are these prepaids recorded on the applicant's financial statements?
 - Answer: (a) Total amount of unearned revenue from above customers: \$708,161
 - (b) Prepaid revenues are reported in the calendar year that they occur.
- 4. Section 4 also states that the "Customer may arrange for prepayment to be financed through a third-party financing company." Does S&S make any recommendations to customers about financing companies? If so, do any of the partners in S&S have any financial or management interest in these financing companies?
 - Answer: (a) Customers can use their own lending institution or may opt to consider Aberdeen Finance Corp. programs. This company has an agreement with S&S Communications to finance these types of programs.
 - (b) S&S Communications or its partners have no interest in Aberdeen Finance Corp.
 - (c) S&S Communications does have a capital reserve account set aside with the finance company to underwrite the S&S Communications customer. This account is 5% of the opening balance of each account that the lending institution finances. At present, the amount held in this account is approximately \$22,500.
- 5. Please explain the "Non-Deductible Penalties" expense of \$5,183.99 listed on the December 31, 1999 Statement of Revenue and Expenses.
 - Answer: The \$5,183.99 is a payroll penalty that S&S Communications paid in 1999. S&S Communications has since hired more office personnel to correct this and ensure that payroll tax is kept current.
- 6. Commission records show that S&S paid gross receipts tax on \$441,327 of revenues for the 1999 calendar year. S&S's Statement of Revenue and Expense for the twelve months ended 12/31/1999 shows total revenues of \$703,210.56. Please provide further breakdown (detail accounts) of the total revenue and reconcile the difference between the revenue amounts listed above.

Answer: Total revenue includes all operations of S&S, including wireless service. In preparing its South Dakota gross receipts tax form, S&S used a \$.30 per minute number to calculate its South Dakota intrastate revenue, which results in an overstated instrastate revenue figure. The total South Dakota gross receipts tax paid by S&S for 1999

Keith Senger August 31, 2000 Page 3

consequently equaled \$661.99. S&S employed this methodology, which results in overpayment of its South Dakota gross receipts tax, because the expense of a precise determination of its South Dakota intrastate revenue would exceed the total amount of \$661.99 S&S paid for the gross receipts tax. (See attachment).

7. In order to protect South Dakota consumers, the South Dakota Public Utilities Commission (SDPUC) requires applicants with unknown or marginal financial capabilities to submit a bond naming the South Dakota Public Utilities Commission and the consumers of South Dakota as beneficiaries. Based on the financial information received and the type of service plans offered, the applicant has not demonstrated adequate financial capability. Therefore, I am requesting that the applicant submit a surety bond for an amount that exceeds the total of South Dakota customer prepaids held by the company. The company shall provide quarterly reports to the Commission, showing the amount of South Dakota customer prepaids held by the company and shall update its bond quarterly if necessary. The bond amounts shall be in increments of The bond requirement will be placed in the Commission order granting authority. The applicant is free to apply to the Commission for removal of the bond requirement once financial capability improves or is made known. I am including a sample bond that the Commission has accepted in the past. Please use this format if the applicant agrees with the bond requirements.

Answer: S&S agrees to post a bond but suggests that the amount of the bond described would be excessive and possibly unobtainable by S&S. S&S proposes further discussion with SDPUC staff to reach a mutual agreement on a suitable bond amount and other appropriate conditions.

If you have any further questions, please let us know.

Sincerely,

PATTERSON, THUENTE, SKAAR & CHRISTENSEN, P.A.

Donald W. Niles NMA/mei 42105

cc: Les Sumption

In which

6052256650

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION GROSS RECEIPTS TAX FUND ASSESSMENT

For the Calendar Year ended December 31, 1999 Payment due on June 1, 2000

TELECOMMUNICATIONS

(Independent, Cooperative, Municipal, AOS, Reseller, Cellular, Radio Common Carrier)

Name of Company & D/B/A 5#5 Communication	ations / AITKENA-CELL
Address of Company 125 RailKund AUF	•
Aberdeen 50 574	601
Tax ID # 410 - 539 81	
	INTRASTATE - SOUTH DAKOTA
Local Service Revenues	_N fa
Access Service Revenues	N/A
Toli Service Revenues	4441 327,00
Any Other SD Intrastate Revenues	441.327 60
TOTAL SD INTRASTATE REVENUES	
Assessment (.9015 of South Dakota Gress Revenues of \$250.00 whichever is greater.)	or \$ 661.99
Signed by Company Officer:	and Title)
Subscribed and sworn to before me this day of Social Subscribed and sworn to before me this day of (Notary Public) My	Commission expires: July 31 2014
(SEAL)	
Checks are to be made payable to the State of South Da	akota & are due <i>June 1, 2000.</i> (SDCL 49-1A-5)

Mail form and payment to: Public Utilities Commission, 500 E Capitol, Pierre SD 57501-5070.

PATTERSON, THUENTE, SKAAR & CHRISTENSEN P.A.

4800 IDS Center 80 South 8th Street Minneapolis, Minnesota 55402 USA

FACSIMILE COVER SHEET

TELEPHONE: (612) 349-5740 TOLL FREE: 1-800-331-4537

FACSIMILE: (612) 349-9266

TOTAL NUMBER OF PAGES BEING SENT (INCLUDING COVER SHEET): 5

[] Original documents to follow by mail

[x] No originals will be sent

FAX#: (605) 773-3809

DATE:

September 8, 2000

TO:

Keith Senger

SDPUC

PHONE:

(605) 773-3201

YOUR REF .:

OUR REF .: 2447.00-00-01

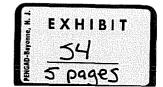
FROM:

Donald W. Niles

PHONE #:

(612) 349-3007

COMMENTS:



PATTERSON, THUENTE & SKAAR, P.A.

Patent, Trademark, Copyright, Internet & Related Causes

WRITER'S DIRECT DIAL: (612) 349-3007

September 8, 2000

VIA FACSIMILE

Mr. Keith Senger South Dakota Public Utilities Commission State Capitol Building 500 E. Capitol Ave. Pierre, SD 57501-5070

Dear Mr. Senger:

Thank you for your ongoing discussions concerning S & S Communications' application for Certificate of Authority. We appreciate your efforts to process this application in a manner that satisfies both applicable statutory requirements and S & S' desire to fulfill its service commitments to its existing customers.

As mentioned in our various telephone conversations, S & S has already obtained a bond from Allied Insurance in the amount of \$50,000, a copy of which I am attaching for your reference. I am also attaching a letter from the Aberdeen Finance Corporation dated September 1, 2000, indicating a capital reserve account in the amount of \$22,350.99. I am providing these to you with full recognition of issues on the amount of bonding that may be possible and desirable, but wanted to show you that S & S has taken actions in good faith to the best of its ability during our period of negotiations on these issues.

Thank you for your consideration of the S & S proposal I referenced today on the telephone. I look forward to speaking to you later next week when you return to the office.

Sincerely,

PATTERSON, THUENTE, SKAAR & CHRISTENSEN, P.A.

~ W. With

Donald W. Niles DWN/hmp 42593

cc: Les Sumption (by telecopy)



a member of NationWide Insurance

INDEMNITY BOND TO THE PEOPLE OF THE STATE OF SOUTH DAKOTA

Bond No. 0000601311

We, S & S Communications, the principal and applicant for a CERTIFICATE OF AUTHORITY to result long distance telecommunications services within the State of South Dakota, and Nationwide Motual Insurance Company as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligea, in the Sum of \$50,000.00

The condition of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchases this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all the applicable provision of South Dakota State Law, and reimburse customers of principal for any prepayment or deposits they have made which may be unable or unwilling to return to said customer as a result of insolvency of others business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date beron and shall remain in force and effect until surety is released from liability by the written order to the Public Utilities Commission, provided that the surety may cancel this Bond and relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 6th day of September, 2000

To be Effective this 6th day of September, 2000

S & S Communications

By:

Nationwide Mutual Insurance Company

John Dooley, Attorney-in-Fact

P. ARVART



Power of Atterney

a member of Nationwide Insurance

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinsfier delied "Company", does hereby make, constitute and appoint Tyler L. Adams Kristie R. Tallon John Dooley Mary E. Akers

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seel, and execute on its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in panalties not exceeding the sum of FOUR MILLION AND NO/100 (\$4,010,000.00) (\$4,010,000.00) dollars and to bind the Company thereby, as any and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Vice President, Resident Vice President or Second Vice President be, and the same hereby la, authorized and empowered to appoint Attorneys-in-Fact of the Company and to authorize them to execute any and all bonds, Undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the indemnity policies, contracts guaranteeing the indemnity persons holding positions of public or private tries, and other writings obligatory in nature which the business of the Company may require; and to endify or revoke, with or without cause, any such appointment or authority. The sulfactive granted hereby shall in no way limit the authority of other duly sulfactive agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-in-Fact shall have full power and authority to execute and deliver any and ell such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Allomey is signed and sealed by facelmile under and by the following By-Lews duly adopted by the Soard of Directors of the Company

ARTICLE VIII

Section 10. Execution of Instruments. Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in addition with the operation of the business of the company in addition to the Chalimen and Chief Executive Officer, President, Treasurer and Secretary, provided, however, the signature of any of them may be printed, angraved or stamped on any approved document, contract, instrument or other papers of the company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly affected by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF IDWA

COUNTY OF Polk

05712 Bd 1(04-00)

22

Vice President

On this 28th day of April, 1999, before the came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the proceding instrument, and he acknowledged the execution of the same, and being by me duly syrom, deposes and says, that he is the officer of the Company afcressid, that the seel officer is the company afcressid, that the seel officer is the company afcressid, that the seel officer is the company afcressid, that the seel of the company afcressid and subscribed to said instrument by the authority and direction of said Company.



Sandy ality

Notary Public My Commission Expires Merch 24, 2002

My Commission Expires March 24, 2002

CERTIFICATE

I, John F. Delajoya, Assistant Secretary of Nationwide Mutual Insurance Company, do haraby cartify that the foregoing is a full, true and contact copy of the original Fewer of Attorney issued by said Company; that the Resolution included therein is a true and correct transpript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1987, and the same has not been revoked or amended in the manner; that said Dougles L. Andersen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and substitibled to the sald instrument by the suthority of said Board of Directors; and the foregoing Power of Attorney is still in full force and effect.

IN MITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this OCD day of September , 2000 day of

This Power of Attorney Expires

07/10/01



Jan Milledon Assistant Secretary

** TOTAL PAGE, 03 ***

09/08/2000 11:15 FAX 612 349 9266 09/01/2000 14:40 6052256650



GEO. M. RICH

President

TIM RICH Vice President

Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982



MARK A. KRAGE LOAD Officer KATHLEEN GETTY Agency Manager

September 1, 2000

TO WHOM IT MAY CONCERN:

As of September 1, 2000 S & S Communications has a total of \$22,350.99 in a capital reserve account with Aberdeen Finance Corporation.

Yours truly,

ABERDEEN FINANCE CORPORATION

Ву

Loan Officer

mak/dh



Capitol Office Telephone (605)773-3201 FAX (605)773-3809

Transportation/ Warehouse Division Telephone (605)773-5280 FAX (605)773-3225

> Consumer Hotline 1-800-332-1782

TTY Through Relay South Dakota 1-800-877-1113

Internet Website www.state.sd.us/puc/

Jim Burg Chairman Pam Nelson Vice-Chairman Laska Schoenfelder Commissioner

William Bullard Jr. Executive Director

Harlan Best Martin C. Bettmann Sue Cichos Karen E. Cremer Terry Emerson Michele M. Farris Marlette Fischbach Heather K. Forney Lucy Fossen Mary Giddings Lewis Hammond Leni Healy Mary Healy Camron Hoseck Lisa Hull Dave Jacobson Jennifer Kirk Bob Knadle Delaine Kolbo Charlene Lund Gregory A. Rislov Keith Senger Rolayne Ailts Wiest

South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

September 8, 2000

Les Sumption, General Manager S&S Communications 125 Railroad Ave. S.E. Aberdeen, SD 57401

RE: SDPUC Docket TC00-114 - In the Matter of the Application of S&S Communications/Alterna-Cell for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Dear Mr. Sumption:

I have reviewed the information received relating to S&S's application for a certificate of authority to provide telecommunication services in South Dakota. The following are additional questions:

- 1. Please provide the name, address, telephone number and contact person of the bonding company from which S&S obtained the \$50,000.
- 2. Please provide detailed information regarding S&S's 360 land-line customers. Information shall include; name, address, telephone number, plan which the customer is under, contract date (service date), contract expiration date, total amount received from customer, and the amount S&S determined to be unearned revenue. This information should be provided in a Microsoft Excel spreadsheet file and hard copy. This spreadsheet file can be transmitted as an e-mail attachment to the e-mail address below or can be mailed on a 3½-inch floppy or CD. Please call before submitting information in a format other than Microsoft Excel.

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us .

Sincerely,

Keith Senger, Utility Analyst

CC: Norm Abramson



PATTERSON, THUENTE, SKAAR & CHRISTENSEN, P.A.

Patent, Trademark, Copyright, Internet & Related Causes
WRITER'S DIRECT DIAL (612) 349-3007

October 19, 2000

RECEIVED

OCT 2 0 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

VIA FEDERAL EXPRESS

Mr. Keith Senger South Dakota Public Utilities Commission State Capitol Building 500 E. Capitol Ave. Pierre, SD 57501-5070 REQUEST FOR CONFIDENTIAL TREATMENT OF INFORMATION

Dear Keith:

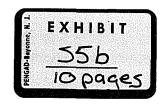
Re:

Pursuant to your request, enclosed please find a hard copy and diskette containing an Excel spreadsheet showing the prepaid information you requested. As we discussed, we have omitted specific proprietary customer identifying information but provided you with the substance of the information you are looking for, which I understood was agreeable to you when we spoke.

S&S Communications Application for Certificate of Authority

This letter also constitutes a request for confidential treatment of the included information. The spreadsheet information contained on the hard copy and diskette is proprietary and confidential, and are records of S&S Communications which could result in material competitive damage if disclosed to the public and/or competitors. This request is made pursuant to the provisions of South Dakota Administrative Rules 20:10:01:39 and 20:10:01:41. We request that this information be treated as confidential and that it be returned to me at the conclusion of its use by South Dakota Public Utilities Commission. I am forwarding this request directly to you as you have instructed. Any communications regarding the included information should be directed to:

Donald W. Niles
Patterson, Thuente, Skaar & Christensen, P.A.
4800 IDS Center
80 S. Eighth Street
Minneapolis, MN 55402
(612) 349-3007



Keith Senger October 19, 2000 Page 2

I will call you next week to discuss where we are on S&S's application.

Sincerely,

PATTERSON, THUENTE, SKAAR & CHRISTENSEN, P.A.

Donald W. Niles

DWN/mei 45103

Enclosures

cc: S&S Communications (w/encls.)

CONFIDENTIAL

3

8 & S Communications 125 Railroad Ave. SE Aberdeen, SD 57401 Phonet (605) 225-2806 Febr: (505) 225-6650

facsimile transmittal

To:	Keith Senger			- Titleadt	
From:	Les Sumption Date: December 8, 2000				
Res	S&S Communication	·			
OC:	[Click here and typ	e name]		-10-	
□ Urge	ant D Fox Review	D Please Comment	□ Please Reply	C Please Recycle	
S. T.	tool to be a fine		* *	•	
	fClick here and type	any compens			
		and the second	<u>, , , , , , , , , , , , , , , , , , , </u>		
	· · · · · · · · · · · · · · · · · · ·				
	- rather to the second		(710-1111-1111-1111-1111-1111-1111-1111-	, <u>, , , , , , , , , , , , , , , , , , </u>	
,, <u>, , , , , , , , , , , , , , , , , ,</u>		TITTEMA	***************************************	· ·	
	977-01 - Y 1/1/1-1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	7.4.1.1.1			
			· ·	, page 1	
		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	,	





 $T \times V ROV \times ROOR$

1/A(£ 142h

President

TIM RICH

Vice President

Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE 5.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982

MARK A. KRAGE Loan Officer KATHLEEN GETTY Agency Manager

Independent Insverance

December 8, 2000

Mr. Keith Senger South Dakota Public Utilities Commission State Capitol Building 500 E. Capitol Avenue Pierre, SD 57501-5070

Re: S&S Communications

Dear Mr. Senger:

This letter is to confirm the agreement between S&S Communications and the Aberdeen Finance Corporation concerning the treatment of prepaid customers of S&S. In connection with addressing issues raised by you in connection with 5&5's application to the South Dakota PUC, S&S obtained professional appraisals of its wireless system assets, including numberous wireless licenses, which it has offered to provide as collateral to the Aberdeen Finance Corporation. The amount of collateral S&S will be providing to the Aberdeen Finance Corporation has an estimated market value in excess of \$2.5 million. In exchange, the Aberdeen Finance Corporation has agreed that in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this colleteral and co. individual guaranties, and not to customers for whom it holds financing agreements. This agreement would not in any way relieve S&S's customers from paying for services they receive from S&S or otherwise affect their obligations to the Aberdeen Finance Corporation under their financing agreements with us. The approximate amount of finance contracts currently held by the Aberdeen Finance Corporation for S&S customers 1f \$603,000.

Yours truly,

ABERDEEN FINANCE CORPORATION

Rx

Tim G. Rich Vice President

TGR/rm

PATTERSON, THUENTE, SKAAR & CHRISTENSEN, P.A.

Patent, Trademark, Copyright, Internet & Related Causes WRITER'S DIRECT DIAL (612) 349-3007

June 21, 2001

JUN 2 2 2001

SOUTH DAKOTA PUBLIC

UTILITIES COMMISSION

VIA FACSIMILE AND FEDERAL EXPRESS

Mr. Keith Senger South Dakota Public Utilities Commission State Capitol Building 500 E. Capitol Ave. Pierre, SD 57501-5070

Re: S&S Communications – Certificate of Authority Six Month Reporting

Dear Keith:

Per the Commission's order granting Certificate of Authority dated December 21, 2000, enclosed please find the following materials relating to S & S's prepaid information:

- 1. Hard copy and diskette containing an Excel spreadsheet showing the prepaid information for S & S:
- 2. Letter from Tim Rich at Aberdeen Finance showing the amount of prepaid services covered by the Aberdeen Finance arrangement; and
- 3. A copy of the \$75,000 bond increased from \$50,000 to comply with the Commission's order that the bond cover 100% of any prepaid deficiency after consideration of the Aberdeen Finance arrangement.

If you have any questions, please let me know.

Sincerely,

PATTERSON, THUENTE, SKAAR & CHRISTENSEN, P.A.

Donald W. Niles

DWN/mei 60415 **Enclosures**

S&S Communications (w/encls.) cc:

4800 IDS CENTER • 80 SOUTH 8^{TII} STREET • MINNEAPOLIS, MINNESOTA 55402-2100 • U.S 612-349-5740 FAX: 612-349-9266 800-331-4537

CONFIDENTIAL



GEO, M. RICH President TIM RICH Vice President

Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982

June 18, 2001



MARK A. KRAGE Loan Officer KATHLEEN GETTY Agency Manager

To Whom It May Concern:

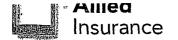
S & S Communications has of this date has prepaid long distance contracts with Aberdeen Finance Corporation totaling \$718,128.25.

Yours very truly,

ABERDEEN FINANCE CORPORATION

Ву

Tim G. Rich Vice President



a member of Nationwide Insurance

INDEMNITY BOND TO THE PEOPLE OF THE STATE OF SOUTH DAKOTA

BOND NUMBER: BD 7900599886

We, S & S Communications, the principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services within the State of South Dakota, and Nationwide Mutual Insurance Company as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the penal sum of Seventy Five Thousand Dollars(\$75,000.00).

PROVIDED, the aggregate liability of the Surety for all transactions occurring during any one license year shall not exceed the amount of the bond, regardless of the number of claims or claimants.

The condition of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchases this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all the applicable provisions of South Dakota State Law, and reimburse customers of principal for any prepayment or deposits they have made which may be unable or unwilling to return to said customer as a result of insolvency of others, business failure, then this obligation shall be void, dicharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until surety is released from liability by the written order to the Public Utilities Commission, provided that the surety may cancel this bond and relieved of further liability hereunder by delivering thirty(30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty(30) day period.

Dated this 21st day of June, 2001.

To be effective this 20th day of June, 2001.

PEDENT

JUL 1 9 2001

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

S & S Communications

Nationwide Mutual Insurance Company

Pamela Berkland, Attorney in Fact

Power of Attorney



a member of Nationwide Insurance

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, constitute and appoint Tyler I. Adams. Sandra Alitz Japaifer Benoit Divie D. Brown. Wayne Brundage

and appoint Tyler L. Adams Sandra Alitz Jennifer Benoit Dixie D. Brown Wayne Brundage Patricia Conlin David E. Harbeck Brett E. Harman Peter Karney Kathy Markin Nancy J. Miller Robert C. Mosher Karen Steward Patricia M. Vermace each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute on its behalf

each in their individual capacity, its true and lawful Attomey-In-Fact with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of FIVE MILLION AND NO/100 (\$5,000,000.00) dollars

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Vice President, Resident Vice President or Second Vice President be, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorize them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-in-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company

ARTICLE VIII

Section 10. <u>Execution of Instruments</u>. Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF Iowa

COUNTY OF Polk

SS

SEAL

Vice President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires March 24, 2002
CERTIFICATE

Sandy ality

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the foregoing is a full, true and correct copy of the original Power of Attorney issued by said Company; that the Resolution included therein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors; and the foregoing Power of Attorney is still in full force and effect.

IN WITNESS WHEREOF, I have bereunt subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this day of JUN 2 1200

This Power of Attorney Expires 07/31/02

SEAL

Assistant Secretary

6711 Bd 1(04-00)



a member of Nationwide Insurance

Nationwide Mutual Insurance Company Bond Department 701 5th Avenue Des Moines, IA 50391-2006

NOTICE OF BOND CANCELLATION

September 24, 2001

This Notice Mailed To:

South Dakota Public Utility Commission 500 E. Capitol Pierre, South Dakota 57501

Named Insured or Obligee

In accordance with the terms of the Bond or Public Statute, You are hereby given written notice of cancellation of: Bond No. BD 7900599886

Issued to S & S Communications RE: Failure to Submit Underwriting Requirements

Description of Bond Indemnity Bond

Cancellation shall be effective:

□ ___ Days after receipt

⊠ on the 30th day of October, 2001

12:01 A.M. Standard Time at the address shown above for Named Insured of Obligee

Copy of Notice To:

S & S Communications 125 Railroad Ave SE Aberdeen, SD 57401 Nationwide Mutual Insurance Company

Pamela Berkland, Attorney-in-Fact

Agent Community First Insurancex Address PO Box 827 Huron, SD 57350-0827

Distribution Copy to:

Obligee; Prii

Principal; Agent;

File

RECEIVED

SEP 2 7 2001

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

EXHIBIT

580

Lpage



S & S Communications Complete Mobile Telephope and Radio, Sales and Service Call for listings of sites and members

Brenda Sumption Coordinator (605) 250-0152

Fax

125 Railroad Ave. E. • Aberdeen, SD 57401 Phone: (605) 225-2806 • (605) 225-6650

To:	Kei	th Sir	ger 3-31		From	Les	s Sun	phion	
Fax:	(0)	<u> 5-773</u>	<u>3 - 31</u>	309	Page	s: 07	Including	coversheet	
Phon	e: 				Date:	10	-31-0	/	
Re:	6	nd			CC:	·····		· 	
iXun	gent	☐ For Revi	ew [] Please	Comment	□ Plea	ise Reply	☐ Please	Recycle
• Coi	mmenit	51						Mar.	
			-W			15-11 ₂			
•			w			· · · · · · · · · · · · · · · · · · ·			
T	· · · · · · · · · · · · · · · · · · ·			-			· · · · · · · · · · · · · · · · · · ·		

						NEW .			
*									
		M = 7 +							
									
							1	<u></u>	
								<u> </u>	





5501 N. 7th Ave. PMB #127 Phoenix, AZ 85013-1755 October 31, 2001

Website

www.bond007.net

Local

(602) 749-0702

Toll Free

(888) 518-8011 (888) 518-8725 (877) 355-1701

Fax

(602) 674-8235

Email

worldwide@inficad.com

To: S & S Communications
Atm: Les Scott Sumption and Matt Swearingen
125 Rail Road Ave SE Aberdeen,

South Dakota 57401

Re: \$75,000 Telecommunications bond for Public Utility Commission

This Bord in the amount of \$75,000 is approved subject to normal underwriting procedures, terms, and conditions. If you have any question please feel free to call.

Thank you,

Daniel Ruggeri

Marketing Representative



S & S Communications

Complete Mobile Telephone and

Radio, Sales and Service

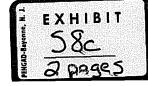
Call for listings of sites and members

Brenda Sumption Coordinator (605) 250-0152

125 Railroad Ave. E. • Aberdeen, SD 57401 Phone: (605) 225-2806 • (605) 225-6650

To: Keith Singer	From: Brunda Sumption
Ü	Pages: 3 Including coversheet
Phone:	Date: - 7 - 0
Rei Bond	CC:
☐ Urgent ☐ For Review ☐ Please Comm	nent 🛘 Please Reply 💢 Please Recycle
Gomments:	
Keith here is a	Copy of the
Bond we just	received it in the
Mail this mornin	g. I will let
Ses Know I Par	ed it to you.
71	
	Thank you,
	H.

	,



INDEMNITY BOND TO THE PEOPLE OF THE STATE OF SOUTH DAKOTA

BOND NUMBER SA3162690

We, S & S Communications, the principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services within the State of South Dakota, and Star Insurance Company as an admitted surety insurer, bind ourselves unto the Public, Utilities Commissions of the State of South Dakota and the consumers of South Dakota as Obligee, in the penal sum Of Seventy Five Thousand Dollars (\$75,000.00).

PROVIDED, the aggregate of the Surety for all transactions occurring during any one license year shall not exceed the amount of the bond, regardless of the number of claims or claimants.

The condition of the obligation Arc such that the principal, having been granted such CERTIFICATE Of AUTHORITY subject to the provision that said principal Purchases this Indemnity Bond, and if said Principal shall in all respects. fully and faithfully comply with all the applicable provisions of South Dakota State Law, and reimburse customers of principal for any prepayment or deposits they have made which may be unable Or unwilling to return to said customer as a result of insolvency of others, business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force, and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until, surety is released from liability by the written order to the Public Utilities Commission, provided that the surety may cancel this bond and relieved of further liability hereunder by delivering thirty (30) days written notice to the, public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 30TH day of October , 2001.

To be effective this 20TH day of October , 2001.

S & S Communications

BY:______Star Insurance Company

Michael D Lapre Attainey in Fact

INDEMNITY BOND TO THE PEOPLE OF THE STATE OF SOUTH DAKOTA

BOND NUMBER SA3162690

We, S & S Communications, the principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services within the State of South Dakota, and Star Insurance Company as an admitted surety insurer, bind ourselves unto the Public, Utilities Commissions of the State of South Dakota and the consumers of South Dakota as Obligee, in the penal sum Of Seventy Five Thousand Dollars (\$75,000,00)

PROVIDED, the aggregate of the Surety for all transactions occurring during any one license year shall not exceed the amount of the bond, regardless of the number of claims or claimants.

The condition of the obligation Arc such that the principal, having been granted such CERTIFICATE Of AUTHORITY subject to the provision that said principal Purchases this Indemnity Bond, and if said Principal shall in all respects, fully and faithfully comply with all the applicable provisions of South Dakota State Law, and reimburse customers of principal for any prepayment or deposits they have made which may be unable Or unwilling to return to said customer as a result of insolvency of others. business failure, then this obligation shall be void. discharged and forever exonerated, otherwise to remain in full force, and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until, surety is released from liability by the written order to the Public Utilities Commission, provided that the surety may cancel this bond and relieved of further liability hereunder by delivering thirty (30) days written notice to the, public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 30TH day of October, 2001.

To be effective this 30TH day of October 2001.

S & S Communications

Star Insurance Company

Michael D Lapre Attorney in Fact

NOV 13 2001

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

STAR INSURANCE COMPANY POWER OF ATTORNEY

SA 3162690

(Void unless numbered in red.)

KNOW ALL MEN BY THESE PRESENTS, THAT STAR INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

MICHAEL D. LAPRE * SANDRA LENZ OF SCOTTSDALE, ARIZONA

its true and lawful Attorney-in-Fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to:

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

TWO HUNDRED FIFTY THOUSAND (\$250,000) DOLLARS.

This Power of Attorney is granted and signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President, or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the Attorney-in-Fact named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company when so affixed and in the future with respect to any bond, undertaking or instruments of similar nature to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by the Secretary this 1st day of November, 2000.

Attest:

MICHAEL G. COSTELLO Secretary

STATE OF MICHIGAN

COUNTY OF OAKLAND

STAR INSURANCE COMPANY

JOSEPH CHENRY

President

sis : Southfield

SEAL

On this 14th day of November, 2000, before me personally came Joseph C. Henry, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DEBORAH M. DUFFY V V V V NOTARY PUBLIC - WAYNE COUNTY, MICHIGAN

Acting in Oakland County

My Commission Expires May 15, 2004

I, the undersigned, Secretary of STAR INSURANCE COMPANY a MICHIGAN corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Southfield, in the State of Michigan. Dated the

Michael G Costello Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, YOU ARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 1-800-394-7806.

REV. 1-01

'NETH E. BARKER'

MICHAEL A. WILSON

MICHAEL P. REYNOLDS"

JOHN W. BURKE"

BARKER WILSON REYNOLDS & BURKE

LAWYERS

4200 Beach Drive P.O. Box 9335 Rapid City, SD 57709-9335 605.343.6400 + Fax: 605.343.4841

REPLY TO: BELLE FOURCHE OFFICE

July 19, 2002

VIA OVERNIGHT MAIL

JUL 2 2 2002

Mr. Keith Senger, CPA Utility Analyst South Dakota Public Utilities Commission State Capitol Building 500 East Capitol Pierre, SD 57501-5070

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re:

S&S Communications' Bond Information

Dear Keith:

Enclosed please find the bond information that you requested from S&S Communications. It is my understanding that this information will be kept strictly confidential and reviewed only by you. If my understanding is incorrect, please let me know immediately.

If you have any questions, please feel free to give me a call at any time.

Best regards.

Sincerely,

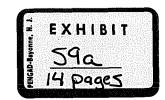
BARKER WILSON, REYNOLDS & BURKE, L.L.P.

For the Firm

JWB/bb Enclosures

cc: S&S

S&S Communications







GEO. M. RICH

President

TIM RICH

Vice President

Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59 ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982

July 17, 2002



MARK A. KRAGE Loan Officer **KATHLEEN GETTY** Agency Manager

To Whom It May Concern:

S & S Communications has of this date had prepaid long distance contracts with Aberdeen Finance Corporation totaling \$748,391.63

Yours very truly,

ABERDEEN FINANCE CORPORATION

Tim G. Rich Vice President

CONFIDENTIAL



Capitol Office

Telephone (605)773-3201 FAX (605)773-3809

Transportation/ Warehouse Division Telephone (605)773-5280 FAX (605)773-3225

> Consumer Hotline 1-800-332-1782

TTY Through telay South Dakota 1-800-877-1113

Internet Website www.state.sd.us/puc

> Jim Burg Chairman Pam Nelson Vice-Chairman Bob Sahr Commissioner

Debra Elofson Executive Director

Harlan Best Martin C. Bettmann Sue Cichos Karen E. Cremer Tina Douglas Christopher W. Downs Terry Emerson Michele M. Farris Marlette Fischbach Heather K. Forney Kelly D. Frazier Mary Giddings Tom Graham Mary A. Healy Lisa Hull Dave Jacobson Amy Kayser Bob Knadle Delaine Kolbo Gregory A. Rislov Keith Senger John Smith Rolayne Ailts Wiest

South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

VIA FAX and US MAIL

July 22, 2002

Mr. John W. Burke Barker, Wilson, Reynolds & Burke 117 5th Avenue P.O. Box 100 Belle Fourche, SD 57717-0100

RE: S&S Communications' Bond Information

Dear Mr. Burke:

The Commission has received the bond information packet that you sent on behalf of S&S Communications. Your cover letter requests this information be kept "strictly confidential and reviewed only by [Keith Senger]." Since this information is a requirement of the Commission's Order Granting Certificate of Authority - TC00-114, dated December 21, 2000, the original has been placed in the Commission's docket file and I have been given a copy. Thus, this information packet may be reviewed by others within the Commission.

I have taken the liberty to place the original in a manila envelope stamped "Confidential". However to help assure the confidential status, please review the Commission's confidentiality rules (ARSD 20:10:01:39 though ARSD 20:10:01:45) and submit the necessary information.

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us .

Sincerely,

Keith Senger, Utility Analyst

Karen Cremer, Commission Staff attorney



BARKER WILSON REYNOLDS & BURKE

LAWYERS

4200 Beach Drive P.O. Box 9335 RAPID CITY, SD 57709-9335 605.343.6400 ◆ Fax: 605.343.4841

117 5TH AVENUE P.O. Box 100 BELLE FOURCHE, SD 57717-0100 605.892.2743 • FAX: 605.892.4273

íichael P. Reynolds"

THE. BARKER"

ICHAEL A. WILSON

OHN W. BURKE"

REPLY TO: BELLE FOURCHE OFFICE

July 31, 2002

推图图图图 ADD-**2**1.00

SOUTH DAKGTA PUBLIC

UTILITIES COMMISSION

Mr. Keith Senger, CPA Utility Analyst South Dakota Public Utilities Commission State Capitol Building 500 East Capitol Pierre, SD 57501-5070

Re:

S&S Communications' Bond Information

Dear Keith:

By this letter, on behalf of S&S Communications, I am hereby requesting confidential treatment of the bond information and supporting documentation that I recently submitted to you on behalf of S&S Communications, S&S Communications requests that this information be treated as confidential until such time as it is returned. Naturally, because I am making this request on behalf of S&S Communications, I should be contacted with any questions regarding this request for confidentiality. With regard to the basis for this confidentiality request, it is A.R.S.D. 20:10:01:42, which provides that confidential treatment is allowable if "disclosure of the information would result in material damage to [the party's] financial or competitive position, reveal a trade secret, or impair the public interest." In this case, disclosure of S&S Communications' bond information and supporting documentation would materially damage S&S Communications' financial and competitive position as other telephone carriers and members of the public at large would be privy to S&S Communications' private financial situation.

Thank you for your cooperation in this regard. If you have any questions, please feel free to give me a call at any time.

Best regards.

Sincerely,

BARKER, WILSON, REYNOLDS & BURKE, L.L.P.

John W. Burke For the Firm

JWB/bb

cc:

S&S Communications



Capitol Office Telephone (605)773-3201 FAX (605)773-3809

Transportation/ Warehouse Division Telephone (605)773-5280 FAX (605)773-3225

> Consumer Hotline 1-800-332-1782

TTY Through Relay South Dakota 1-800-877-1113

Internet Website www.state.sd.us/puc

> Jim Burg Chairman Pam Nelson Vice-Chairman Bob Sahr Commissioner

Debra Elofson Executive Director

Harlan Best Martin C. Bettmann Sue Cichos Karen E. Cremer Tina Douglas Christopher W. Downs Terry Emerson Michele M. Farris Marlette Fischbach Heather K. Forney Kelly D. Frazier Mary Giddings Tom Graham Mary A. Healy Lisa Hull Dave Jacobson Amy Kayser Bob Knadle Delaine Kolbo Gregory A. Rislov Keith Senger John Smith Rolayne Ailts Wiest

South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

VIA FAX and US MAIL

August 15, 2002

Les Sumption, General Manager S&S Communications/Alterna-Cell 125 Railroad Ave. S.E. Aberdeen, SD 57401

RE: S&S Communications Bond Filing received 7/22/02

Dear Mr. Sumption:

I have received S&S Communications' bond information submitted by Mr. Burke on behalf of S&S. Previous submissions by S&S included an electronic spreadsheet, which contained calculation formulas. The electronic spreadsheet sent on July 17, 2002, (received at the Commission on July 22, 2002) did not contain any calculation formulas, only hard coded amounts. Thus, I assume the spreadsheet I received was a "cut and paste" of another spreadsheet.

Based on this and previous electronic spreadsheets received, I attempted to "recreate" the formulas. Attached is a hard copy and enclosed is an electronic copy of my spreadsheet. The black print represents the information as presented by S&S and the colored print represents my work.

Column M on this spreadsheet (light blue print) represents the formula used by S&S in a previous filing where the "Equipment Cost" (column K) was subtracted after the amortization of the "Amt Rec'd" (column H). This formula deducts the equipment costs of \$270 after column H (Amt Rec'd) has been amortized. (Note: My formula used a hard coded time and date of 14:19:37 PM, 07/14/2002 – see column K line 428). Column N (light blue print) represents the difference between column L (S&S prepared "Unearned" column) and column M.

Column O (maroon print) represents what Staff considered the mathematically correct amortization (with the assumption that the \$270 in equipment costs should be deducted). This formula deducts the \$270 of equipment cost from column H (Amt Rec'd) **then** amortizes. Column P (maroon print) represents the difference between column L and column O.

Column Q (dark blue print) represents what Staff considers the correct amortization formula assuming that the \$270 in equipment should **not** be deducted. This formula amortizes Column H (Amt Rec'd) with **no** deductions. Column R (dark blue print) is the difference between Column L and Column Q.



Please provide the following information or explanation of variances:

- 1. Please explain the difference between S&S's total of column L (found on column L line 419) and Staff calculated total of column L (found on column L line 426).
- 2. Please explain the negative balance of \$17.23 in column L line 51 (account 6SD12584). How was this amount calculated?
- 3. Please explain the \$5,349.15 balance in column L line 123 (account 6SD23276). How was this amount calculated?
- 4. Please explain the \$140.40, \$208.69 and \$197.57 balances in column L lines 24, 143 and 408 (accounts 6SD06800, 6SD26767 and 6SD92549). How were these amounts calculated?
- 5. Does the \$270 of "Equipment Costs" consist of any equipment other than the automatic dialers?
- 6. Do your South Dakota customers actually pay an amount above and beyond the amount recorded in column H (the tariff rate) for this equipment?
- 7. Please explain in detail what the automatic dialer (dialer) is, what function it serves, how it is connected to the customer premise equipment and who installs them.
- 8. Why do S&S customers need dialers?
- 9. Assuming S&S was no longer the long distance services provider for one of its current customer and S&S automatic dialer was still installed, would that dialer continue to route calls to S&S's 1-800 number or 101XXXX number?
- 10. What would happen to that customer's call in the above situation? How would the customer be billed for that call?
- 11. Can the dialers be used for other long distance providers (are they reprogrammable)?
- 12. Please explain in detail the process of reprogramming and removing a dialer.
- 13. Can average residential customers reprogram and remove the dialer themselves?
- 14. What percent of S&S's South Dakota residential customers have an S&S dialer?
- 15. What percent of S&S's South Dakota commercial customers have an S&S dialer?
- 16. Bases on your understanding of the industry, what percent of all South Dakota residents have dialers attached to their residential telephone lines?

- 17. Bases on your understanding of the industry, what percent of all South Dakota business have dialers attached to their business telephone lines?
- 18. Do S&S's customer's request dialers?
- 19. Does S&S make dialers available to all its South Dakota customers?
- 20. Do S&S customers who do not receive (accept) dialers get a discount, credit, etc. from the tariff rate?
- 21. Who owns the dialer once in service?
- 22. Who maintains the dialer once in service?
- 23. Is the customer informed of ownership arrangements of the dialers? Does the customer and/or S&S sign any papers relating to the ownership of the dialers? If so please provide a copy.
- 24. Does S&S have a dialer "buy back" agreement with the South Dakota customers? If yes, please explain.
- 25. Under current circumstances (i.e. technology, underlying carriers, etc.) can S&S provide service to all its current customers without the use of dialers and without incurring any cost? Please explain and list additional costs if any.
- 26. Has S&S ever had any customers that it could not provide service to without the use of dialers?
- 27. What use would a customer have for a dialer after the customer is no longer receiving service from S&S?
- 28. Is there a market for used dialers? What is the market price for a used dialer? Please support.
- 29. Is it S&S's opinion that a majority of S&S's customers could sell and/or would use the dialers after S&S is no longer the long distance provider?
- 30. What is S&S's cost for the dialers? Please support with the two most current invoices.
- 31. Please send me the electronic spreadsheet used to create the spreadsheet sent to the Commission on July 17, 2002. This electronic spreadsheet should include
 - a) the formulas used to calculate the "Unearned" column, the column total cell at the bottom and any other calculated columns/cells (note: the formula outputs should agree to the amounts on the spreadsheet send to the Commission on 7/17/02;
 - b) a column indicating whether or not the customer received an automatic dialer and;

- c) columns containing the customer information (i.e. customer/business name, address, telephone number, etc) for each Account #.
- 32. For S&S's customers that finance the contract through Aberdeen Finance Corporation, does S&S receive the full amount of the contract (tariff rate) from Aberdeen Finance Corporation or is it a discounted amount? If discounted, please give specifics on how the discounted amount is calculated.
- 33. Does S&S pay an amount (i.e. fees, bank charges) to Aberdeen Finance Corporation for those customers that finance the contracts.
- 34. Please provide financial statements including a balance sheet, income statement and cash flow statement for the 12 months ending July 30, 2002.

Please provide the above requested information by August 23, 2002.

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us.

Sincerely,

Keith Senger, Utility Analyst

cc: John Burke

A/1	В	С	D	E	F	G	н	1	J	κ	L	. м	N "	0	Р "	Q	R
												PUC		Correct	(
												Calcualted	Difference	Calculation	Difference	Correct	Difference
										Equipment		(using SS	from SS	(Allow 270	from SS Calculation	Calculation (Disallow 270)	from SS Calculation
2	Account#	Plan	City State	Zipcode			Amt Rec'd	Sales Tax		Cost	Unearned	Method) \$1.042.48	Calculation \$0.00	deduction) \$1,248.27	(205.79)	\$1,312.48	(270.00)
3	6SD00397	3 YEAR	Britton SD	57430	04/04/2000	04/04/2003	5519 3170	331.14 190.2	5850.14 3360.2		\$1,042.48 \$1,595.20	\$1,595.20	\$0.00	\$1,246.27	(111.14)	\$1,865.20	(270.00)
4	6SD00660	5Y Assoc	Virgii SD	57379	06/26/2000	06/26/2005	3170	190.2	3360.2		\$1,595.20	\$1,595.20	\$0,00	\$1,766.69	(105.52)	\$1,931.17	(270,00)
5 6	6SD00883	5 YEAR	Huron SD	57350 57022	08/03/2000	08/03/2005	3170	190.2	3360.2		\$1,873.77	\$1,873.77	\$0.00	\$1,766.65	(87.40)	\$2,143.77	(270.00)
7	6SD01418 6SD01530	10 YEAR 7 YEAR	Dell Rapids SD Wessington Springs SD	57382	04/22/1999 11/01/1999	04/22/2009 11/01/2006	3170	190.2	3360.2		\$1,673.16	\$1,673.16	\$0.00	\$1,777.66	(104.50)	\$1,943.16	(270.00)
8	6SD01703	3 YEAR	Highmore SD	57345	04/01/2000	04/01/2003	5519	331.14	5850.14		\$1,027.36	\$1,027.36	\$0.00	\$1,233.89	(206.53)	\$1,297.36	(270.00)
9	6SD02953	5Y Assoc	Huron SD	57350	09/20/1999	09/20/2004	3170	190.2	3360.2		\$1,110.09	\$1,110,09	\$0.00	\$1,262.54	(152.45)	\$1,380.09	(270.00)
10	6SD020077	7 YEAR	Rosco SD	57471	08/02/1999	08/02/2006	3170	190.2	3360.2		\$1,560.35	\$1,560.35	\$0.00	\$1,674.45	(114.10)	\$1,830.35	(270.00)
11	6SD03239	7 YEAR	Henry SD	57243	09/01/1999	09/01/2006	3170	190.2	3360.2		\$1,597.54	\$1,597.54	\$0.00	\$1,708.47	(110.93)	\$1,867,54	(270.00)
12	6SD03280	5Y Assoc	Wessington Springs SD	57382	11/01/1999	11/01/2004	3170	190.2	3360.2	\$270.00	\$1,182.97	\$1,182.97	\$0,00	\$1,329,21	(146.24)	\$1,452.97	(270.00)
13	6SD03469	10 YEAR	Aberdeen SD	57401	07/19/1999	07/19/2009	3170	190.2	3360.2		\$1,950.13	\$1,950.13	\$0.00	\$2,031.03	(80.90)	\$2,220.13	(270,00)
14	6SD04250	5 YEAR	McLaughlin SD	57642	06/03/2000	06/03/2005	3170	190.2	3360.2	\$270.00	\$1,555.27	\$1,555.27	\$0,00	\$1,669.81	(114.54)	\$1,825.27	(270.00)
15	6SD04848	7 YEAR	Stickney SD	57375	06/06/2000	06/06/2007	3170	190.2	3360.2		\$1,943.05	\$1,943.05	\$0.00	\$2,024,56	(81.51)	\$2,213.05	(270.00)
16	6SD05070	5Y Assoc	Arlington SD	57212	01/25/2000	01/25/2005	3170	190.2	3360.2	\$270.00	\$1,330.45	\$1,330.45	\$0.00	\$1,464.13	(133.68)	\$1,600.45	(270.00)
17	6SD05540	7 YEAR	Mobridge SD	57601	12/22/1999	12/22/2006	3170	190.2	3360.2	\$270.00	\$1,736.39	\$1,736.39	\$0.00	\$1,835.50	(99.11)	\$2,006.39	(270.00)
18	6SD05580	3 YEAR	Mobridge SD	57601	08/14/2000	08/14/2003	5519	331.14	5850.14	\$270.00	\$1,707.78	\$1,707.78	\$0.00	\$1,881.03	(173,25)	\$1,977.78	(270.00)
19	6SD05589	3 YEAR	Custer SD	57730	03/14/2000	03/14/2003	5519	331.14	5850.14	\$270.00	\$936.64	\$936.64	\$0.00	\$1,147.60	(210.96)	\$1,206.64	(270.00)
20	6SD05714	5 YEAR	Geddes SD	57342	07/26/2000	07/26/2005	3170	190.2	3360.2	\$270.00	\$1,647.28	\$1,647.28	\$0.00	\$1,753.98	(106.70)	\$1,917.28	(270.00)
21	6SD05801	7 YEAR	Pukwanna SD	57370	12/04/1999	12/04/2006	3170	190.2	3360.2	\$270.00	\$1,714.07	\$1,714.07	\$0.00	\$1,815.08	(101.01)	\$1,984.07	(270,00)
22	6SD06058	5Y Assoc	Dell Rapids SD	57022	07/20/1999	07/20/2004	3170	190.2	3360.2		\$1,002.52	\$1,002.52	\$0.00	\$1,164.13	(161.61)	\$1,272.52	(270.00)
23	6SD06682	5Y Assoc	Westport SD	57481	04/14/1998	04/14/2003	3170	190.2	3360.2		\$199.43	\$199.43	\$0.00	\$429.45	(230.02)	\$469.43	(270.00)
24	6SD06800	5 YEAR	Aberdeen SD	57401	10/14/1997	10/14/2002	3170	190.2	3360.2		\$140.40	-\$116.53	\$256.93	\$140.40	0.00	\$153.47	(13.07)
25	6SD06867	10 YEAR	Aberdeen SD	57401	08/10/1998	08/10/2008	3170	190.2	3360.2		\$1,652.48	\$1,652.48	\$0.00	\$1,758.74	(106.26)	\$1,922.48	(270.00)
26	6SD06889	5Y Assoc	Harrold SD.	57536	11/06/1999	11/06/2004	3170	190.2	3360.2		\$1,191.64	\$1,191.64	\$0.00	\$1,337.15	(145.51)	\$1,461.64	(270.00)
27	6SD06946	5 YEAR	Aberdeen SD	57401	02/16/2000	02/16/2005	3170	190.2	3360.2		\$1,368.62	\$1,368.62	\$0.00	\$1,499.05	(130.43)	\$1,638.62	(270.00)
28	6SD07451	5 YEAR	Lowry SD	57472	04/24/2000	04/24/2005	3170	190.2	3360.2		\$1,485.83	\$1,485.83	\$0.00	\$1,606.28	(120.45)	\$1,755.83	(270.00)
29	6SD07612	7 YEAR	Miller SD	57362	12/06/1999	12/06/2006	3170	190.2	3360.2		\$1,716.55	\$1,716.55	\$0.00	\$1,817.35	(100.80)	\$1,986.55	(270,00)
30	6SD07667 6SD07983	5 YEAR	Burke SD	57523	09/30/1999	09/30/2004	3170 3170	190.2	3360.2 3360.2		\$1,127.44	\$1,127.44	\$0.00	\$1,278.42	(150.98)	\$1,397.44	(270.00)
31 32	6SD08046	5Y Assoc 5 YEAR	Bowdle SD. Trail City SD	57428 57657	03/10/2000 05/23/2000	03/10/2005 05/23/2005	3170	190.2 190.2	3360.2		\$1,407.71 \$1,536.18	\$1,407.71 \$1,536.18	\$0,00 \$0,00	\$1,534.81 \$1.652.34	(127.10)	\$1,677.71	(270.00) (270.00)
33	6SD09266	5 YEAR	Aberdeen SD	57401	07/16/2000	07/16/2005	3170	190.2	3360.2		\$1,629.92	\$1,629.92	\$0.00	\$1,738.10	(116.16) (108.18)	\$1,806.18 \$1,899.92	(270.00)
34	6SD09351	5 YEAR	St. Onge SD	57779	03/15/2000	03/15/2005	3170	190.2	3360.2		\$1,025.52	\$1,025.52	\$0.00	\$1,736.10	(126.36)	\$1,686.39	(270.00)
35	6SD09906	10 YEAR	Madison SD	57042	01/28/1998	01/28/2008	3170	190.2	3360.2		\$1,483.75	\$1,410.35	\$0.00	\$1,604.37	(120.62)	\$1,753.75	(270.00)
36	6SD10003	3 YEAR	Mobridge SD	57601	08/14/2000	08/14/2003	5519	331.14	5850.14	\$270.00	\$1,707.78	\$1,707.78	\$0.00	\$1,881,03	(173.25)	\$1,733.73 \$1,977.78	(270.00)
37	6SD10044	3 Year Comr	•	57522	06/01/2001	06/01/2004	5519	331.14	5850.14	\$270.00	\$3,176.37	\$3,176.37	\$0.00	\$3,277.77	(101.40)	\$3,446,37	(270,00)
38	6SD10561	3 YEAR	Redfield SD	57469	04/01/2000	04/01/2003	5519	331.14	5850.14		\$1,027.36	\$1,027.36	\$0,00	\$1,233.89	(206.53)	\$1,297.36	(270.00)
39	6SD10691		ít Rídgeveiw SD	57652	06/05/2001	06/05/2006	3170	190.2	3360.2		\$2,192.40	\$2,192.40	\$0.00	\$2,252,67	(60.27)	\$2,462.40	(270.00)
40	6SD10973	5 YEAR	Rockham SD	57470	02/26/2000	02/26/2005	3170	190.2	3360.2	\$270.00	\$1,385,97	\$1,385.97	\$0.00	\$1,514,93	(128.96)	\$1,655,97	(270.00)
41	6SD11015	5 YEAR	Plankington SD	57368	03/04/2000	03/04/2005	3170	190.2	3360.2		\$1,397.29	\$1,397.29	\$0,00	\$1,525.28	(127.99)	\$1,667.29	(270.00)
42	6SD11233	5Y Assoc	Claremont SD	57432	09/20/1999	09/20/2004	3170	190.2	3360.2	\$270.00	\$1,110.09	\$1,110.09	\$0,00	\$1,262.54	(152.45)	\$1,380.09	(270.00)
43	6SD11280	5Y Assoc	Bowdle SD.	57428	03/10/2000	03/10/2005	3170	190.2	3360.2	\$270.00	\$1,407.71	\$1,407.71	\$0.00	\$1,534.81	(127.10)	\$1,677.71	(270.00)
44	6SD11293	5Y Assoc	Revillo SD	57259	11/26/1999	11/26/2004	3170	190.2	3360.2	\$270.00	\$1,226.34	\$1,226.34	\$0.00	\$1,368.89	(142.55)	\$1,496.34	(270.00)
45	6SD11358	5 Year Resid	k Faulkton SD	57438	06/06/2001	06/06/2006	3170	190.2	3360.2	\$270.00	\$2,194.13	\$2,194.13	\$0,00	\$2,254,25	(60.12)	\$2,464.13	(270.00)
46	6SD11738	7 YEAR	Letcher SD	57359	01/02/2000	01/02/2007	3170	190.2	3360.2	\$270.00	\$1,750.03	\$1,750.03	\$0.00	\$1,847.97	(97.94)	\$2,020.03	(270.00)
47	6SD11768	5Y Assoc	Reva SD	57651	07/19/2000	07/19/2005	3170	190.2	3360.2	\$270.00	\$1,635.13	\$1,635.13	\$0.00	\$1,742.86	(107.73)	\$1,905.13	(270.00)
48	6SD12015		n TimberLake SD	57656	06/07/2001	06/07/2004	5519	331.14	5850.14	\$270.00	\$3,206.58	\$3,206.58	\$0.00	\$3,306.50	(99.92)	\$3,476.58	(270.00)
49		7 YEAR	Pierre SD	57501	03/19/1999	03/19/2006	3170	190.2	3360.2	\$270.00	\$1,391.74	\$1,391.74	\$0.00	\$1,520.21	(128.47)	\$1,661.74	(270.00)
50	6SD12046	5 Year Resid		57473	06/13/2001	06/13/2006	3170	190.2	3360.2	\$270.00	\$2,206.29	\$2,206.29	\$0.00	\$2,265.37	(59.08)	\$2,476.29	(270.00)
51	6SD12584	3 YEAR	Lake Preston SD	57249	07/14/1999	07/14/2002	5519	331.14	5850.14	\$270.00	(\$17.23)	-\$288.11	\$270.88	\$0.00	(17.23)	\$0.00	(17.23)
52	6SD12699	3 YEAR	McLaughlin SD	57642	06/29/2000	06/29/2003	5519	331.14	5850.14	\$270.00	\$1,475.93	\$1,475.93	\$0.00	\$1,660.52	(184.59)	\$1,745.93	(270.00)
53		7 YEAR	MILLER SD	57362	12/30/1999	12/30/2006	3170	190.2	3360.2	\$270.00	\$1,746.31	\$1,746.31	\$0.00	\$1,844.57	(98.26)	\$2,016.31	(270.00)
54	6SD12755	5Y Assoc	Huron SD	57350	06/18/2001	06/18/2006	3170	190.2	3360.2	\$270.00	\$2,214.97	\$2,214.97	\$0.00	\$2,273.31	(58.34)	\$2,484.97	(270.00)
55	6SD12766	5Y Assoc	Raymond SD	57258	02/22/2000	02/22/2005	3170	190.2	3360.2	\$270.00	\$1,379.03	\$1,379.03	\$0,00	\$1,508.58	(129.55)	\$1,649.03	(270.00)
56 57	6SD12879 6SD13408	5 YEAR	Aberdeen SD	57401	02/23/2000	02/23/2005	3170	190.2	3360.2	\$270.00	\$1,380.76	\$1,380.76	\$0.00	\$1,510.16	(129.40)	\$1,650.76	(270.00)
57 58	6SD13408	7 YEAR 7 YEAR	Aberdeen SD Seneca SD	57401 57473	12/06/1999 09/21/1999	12/06/2006	3170	190.2	3360.2	\$270.00	\$1,716.55	\$1,716.55	\$0.00	\$1,817.35	(100.80)	\$1,986.55	(270.00)
59	6SD13640	10 YEAR	Miller SD	57473 57362	09/21/1999	09/21/2006 02/23/2008	3170 3170	190.2 190.2	3360.2 3360.2	\$270.00 \$270.00	\$1,622.33 \$1,506.31	\$1,622.33 \$1,506.31	\$0.00 \$0.00	\$1,731.16	(108.83)	\$1,892,33	(270.00)
60		5Y Assoc	Groton SD	57445	03/09/2000	03/09/2005	3170	190.2	3360.2	\$270.00	\$1,505.51	\$1,506.31	\$0.00	\$1,625.02 \$1,533.22	(118.71) (127.25)	\$1,776.31 \$1,675.97	(270.00)
-				110		,5,2-000	J	130,2	5555.Z	\$2,0.00	41,400.37	15,000,1	au.uu]	⊕ 1,∪ 33, ∠∠	(121.20)	# i,010.87	(270.00)

A/1	В	С	D	E	F	G	н	ı	J	к	L.	M	N "	0	P	Q	R
												PUC Calcualted	Difference	Correct Calculation	Difference	Correct	Difference
										Equipment		(using SS	from SS	(Allow 270	from SS	Calculation	from SS
2	Account#	Plan	City State		K Date	•		Sales Tax Total		Cost	Unearned	Method)	Calculation	deduction)	Calculation	(Disallow 270)	Calculation
61	6SD14019	5Y Assoc	Wessington SD	57381	07/17/2000	07/17/2005	3170	190.2	3360.2	\$270.00	\$1,631.66 \$1,707.78	\$1,631.66 \$1,707.78	\$0.00 \$0.00	\$1,739.69 \$1,881.03	(108.03) (173.25)	\$1,901.66 \$1,977.78	(270.00) (270.00)
62	6SD14458 6SD14624	3 YEAR 5 YEAR	Mobridge SD	57601 57451	08/14/2000 01/02/1999	08/14/2003 01/02/2004	5519 3170	331.14 190.2	5850.14 3360.2	\$270.00 \$270.00	\$656.01	\$656.01	\$0.00	\$847.14	(173.23)	\$926.01	(270.00)
63 64	6SD14624	3 YEAR	ipswich SD. Mobridge SD	57601	04/26/2000	04/26/2003	5519	331.14	5850.14	\$270.00	\$1,153.36	\$1,153.36	\$0.00	\$1,353.73	(200.37)	\$1,423.36	(270.00)
65	6SD15004		k Redfield SD	57469	07/12/2001	07/12/2006	3170	190.2	3360,2	\$270.00	\$2,256.63	\$2,256.63	\$0.00	\$2,311.43	(54.80)	\$2,526.63	(270,00)
66	6SD15143	5Y Assoc	Sioux Falls SD	57106	11/26/1999	11/26/2004	3170	190.2	3360.2	\$270.00	\$1,226.34	\$1,226.34	\$0.00	\$1,368.89	(142.55)	\$1,496.34	(270.00)
67	6SD15166	5Y Assoc	Miller SD	57362	02/23/1998	02/23/2003	3170	190.2	3360.2	\$270.00	\$112.63	\$112.63	\$0.00	\$350.04	(237.41)	\$382.63	(270.00) (270.00)
68	6SD15294	5Y Assoc	Rosco SD	57471 57236	05/01/2000 09/15/1999	05/11/2005 09/15/2004	3170 3170	190.2 190.2	3360.2 3360.2	\$270.00 \$270.00	\$1,505.62 \$1,101.42	\$1,505.62 \$1,101.42	\$0.00 \$0.00	\$1,624.38 \$1,254.61	(118.76) (153.19)	\$1,775.62 \$1,371.42	(270.00)
69 70	6SD15588 6SD15625	5Y Assoc 5Y Assoc	Garden City SD Wall SD	57790	03/13/2000	03/13/2004	3170	190.2	3360.2	\$270.00	\$1,412.92	\$1,412.92	\$0.00	\$1,539.58	(126.66)	\$1,682.92	(270.00)
71	6SD15795	5 Year Resid		57475	07/19/2001	07/19/2006	3170	190.2	3360.2	\$270,00	\$2,268.78	\$2,268.78	\$0.00	\$2,322.55	(53.77)	\$2,538.78	(270,00)
72	6SD16395	5Y Assoc	Gettysburg SD	57442	12/22/1999	12/22/2004	3170	190.2	3360.2	\$270.00	\$1,271.45	\$1,271.45	\$0.00	\$1,410.16	(138.71)	\$1,541.45	(270,00)
73	6SD16439	7 YEAR	Rosco SD	57471	12/23/1999	12/23/2006	3170	190.2	3360.2	\$270.00	\$1,737.63	\$1,737.63	\$0.00	\$1,836.63	(99,00)	\$2,007.63	(270,00)
74	6SD16481	10 YEAR	Sturgis SD	57785	10/30/1998	10/30/2008	3170	190.2	3360.2	\$270.00	\$1,722.77	\$1,722.77	\$0.00	\$1,823.04	(100.27)	\$1,992.77	(270.00)
75	6SD16534	5 Year Resid		57461	07/27/2001	07/27/2006	3170 3170	190.2 190.2	3360.2 3360.2	\$270.00 \$270.00	\$2,282.67 \$2,287.88	\$2,282.67 \$2,287.88	\$0.00 \$0.00	\$2,335.25 \$2.340.02	(52.58) (52.14)	\$2,552.67 \$2,557.88	(270.00) (270.00)
76 77	6SD16606 6SD16781	5 Year Resid	k Sloux Falls SD Fort Pierre SD	57105 57532	07/30/2001 01/27/2000	07/30/2006 01/27/2007	3170 3170	190.2	3360.2	\$270.00	\$1,781.02	\$2,267.00	\$0.00	\$1,876.33	(95.31)	\$2,051.02	(270.00)
78	6SD16872	5Y Assoc	Miller SD	57362	12/17/1999	12/17/2004	3170	190.2	3360.2	\$270.00	\$1,262.78	\$1,262.78	\$0.00	\$1,402.23	(139.45)	\$1,532.78	(270.00)
79	6SD16904	5Y Assoc	Wakonda SD	57073	12/10/1999	12/10/2004	3170	190.2	3360.2	\$270.00	\$1,250.63	\$1,250.63	\$0.00	\$1,391.12	(140.49)	\$1,520.63	(270.00)
80	6SD16962	7 YEAR	Chamberlain SD	57325	11/09/1999	11/09/2006	3170	190.2	3360.2	\$270.00	\$1,683.08	\$1,683.08	\$0.00	\$1,786.73	(103.65)	\$1,953.08	(270.00)
81	6SD17263	7 YEAR	Salem SD	57058	12/14/1999	12/14/2006	3170	190.2	3360.2	\$270.00	\$1,726.47	\$1,726.47	\$0.00	\$1,826.43	(99.96)	\$1,996.47	(270,00)
82	6SD17358	5Y Assoc	Mitchell SD	57301	09/24/1999	09/24/2004 08/17/2006	3170 3170	190.2 190.2	3360,2 3360,2	\$270.00 \$270.00	\$1,117.03 \$2,319.13	\$1,117.03 \$2,319.13	\$0.00 \$0.00	\$1,268.89 \$2,368.60	(151.86) (49.47)	\$1,387.03 \$2,589.13	(270.00) (270.00)
83 84	6SD17438 6SD18290		k St. Lawerence SD n Aberdeen SD	57373 57401	08/17/2001 08/21/2001	08/21/2004	5519	331.14	5850.14	\$270.00	\$3,584.25	\$3,584.25	\$0.00	\$3,665.69	(81.44)	\$3,854.25	(270.00)
85	6SD18486		Watertown SD	57201	08/31/2001	01/31/2004	5519	331.14	5850.14	\$270.00	\$3,245.18	\$3,245.18	\$0.00	\$3,343.21	(98.03)	\$3,515.18	(270.00)
86	6SD18615	5 YEAR	Highmore SD	57345	12/15/1998	12/15/2003	3170	190.2	3360.2	\$270.00	\$624.76	\$624.76	\$0.00	\$818.55	(193.79)	\$894.76	(270.00)
87	6SD18676	10 YEAR	Miller SD	57362	02/21/1998	02/21/2008	3170	190.2	336D.2	\$270.00	\$1,504.58	\$1,504.58	\$0.00	\$1,623.43	(118.85)	\$1,774.58	(270.00)
88	6SD18823	5Y Assoc	Huron SD	57350	02/16/2000	02/16/2005	3170	190.2	3360.2	\$270.00	\$1,368.62	\$1,368.62	\$0.00	\$1,499.05	(130.43)	\$1,638.62 \$1,977.78	(270.00) (270.00)
89 90	6SD18945 6SD18975	3 YEAR 5Y Assoc	Mobridge SD Mitchell SD	57601 57301	08/14/2000 09/24/1999	08/14/2003 09/24/2004	5519 3170	331.14 190.2	5850.14 3360.2	\$270.00 \$270.00	\$1,707.78 \$1,117.03	\$1,707.78 \$1,117.03	\$0.00 \$0.00	\$1,881.03 \$1,268.89	(173.25) (151.86)	\$1,387.03	(270.00)
91	6SD18985	5 YEAR	Riedmont SD	57769	02/21/2000	02/21/2005	3170	190.2	3360.2	\$270.00	\$1,377.29	\$1,377.29	\$0.00	\$1,506.99	(129.70)	\$1,647.29	(270.00)
92	6SD19049	5Y Assoc	Wessington SD	57381	09/17/1999	09/17/2004	3170	190.2	3360.2	\$270.00	\$1,104.89	\$1,104.89	\$0.00	\$1,257.78	(152.89)	\$1,374.89	(270.00)
93	6SD19062	5 YEAR	Mobridge SD	57601	07/07/2000	07/07/2005	3170	190.2	3360.2	\$270,00	\$1,614.30	\$1,614.30	\$0.00	\$1,723.81	(109.51)	\$1,884.30	(270.00)
94	6SD19102	5 Year Resid		57329	09/05/2001	09/05/2006	3170	190.2	3360.2	\$270,00	\$2,352.11	\$2,352,11	\$0.00	\$2,398.78	(46.67)	\$2,622.11	(270.00)
95	6SD19163		Aberdeen SD	57401 57041	09/06/2001	09/06/2004	5519 3170	331.14 190.2	5850.14	\$270.00	\$3,664.82 \$1,768.62	\$3,664.82 \$1,768.62	\$0.00 \$0.00	\$3,742.32	(77.50) (96.37)	\$3,934.82 \$2,038.62	(270.00) (270.00)
96 97	6SD19301 6SD19437	7 YEAR 5Y Assoc	Lyons SD Miller SD	57362	01/17/2000 03/17/1998	01/17/2007 03/17/2003	3170	190.2	3360.2 3360.2	\$270.00 \$270.00	\$1,766.62	\$1,766.62	\$0.00	\$1,864.99 \$384.98	(234.16)	\$420.82	(270,00)
98	6SD19960	5Y Assoc	Garden City SD	57236	09/15/1999	09/15/2004	3170	190.2	3360.2	\$270.00	\$1,101.42	\$1,101,42	\$0.00	\$1,254.61	(153,19)	\$1,371,42	(270.00)
99	6SD20057		Sloux Falls SD	57106	09/06/2001	09/06/2006	3170	190,2	3360.2	\$270.00	\$2,353.85	\$2,353.85	\$0.00	\$2,400.37	(46.52)	\$2,623.85	(270.00)
100	6SD20332	5Y Assoc	Ree Heights SD	57371	03/18/1999	03/18/2004	3170	190.2	3360.2	\$270.00	\$787.37	\$787.37	\$0.00	\$967.31	(179.94)	\$1,057.37	(270.00)
101	6SD20672	5Y Assoc	Sloux Falls SD	57106	11/26/1999	11/26/2004	3170	190.2	3360.2	\$270.00	\$1,226.34	\$1,226.34	\$0.00	\$1,368.89	(142.55)	\$1,496.34	(270.00)
102 103	6SD20863 6SD20957	5 YEAR 5Y Assoc	Canton SD Miller SD	57013 57362	03/22/2000 12/17/1999	03/22/2005 12/17/2004	3170 3170	190.2 190.2	3360.2 3360.2	\$270.00 \$270.00	\$1,428.54 \$1,262.78	\$1,428.54 \$1,262.78	\$0.00 \$0.00	\$1,553.87 \$1,402.23	(125.33) (139.45)	\$1,698.54 \$1.532.78	(270.00) (270.00)
103	6SD20971		Rapid City SD	57703	09/06/2001	09/06/2006	3170	190.2	3360.2	\$270.00	\$2,353.85	\$2,353.85	\$0.00	\$2,400.37	(46.52)	\$2,623.85	(270.00)
105	6SD21005	5Y Assoc	Miller SD	57362	09/20/1999	09/20/2004	3170	190.2	3360.2	\$270.00	\$1,110.09	\$1,110.09	\$0.00	\$1,262.54	(152.45)	\$1,380.09	(270,00)
106	6SD21097	5 YEAR	Murdo SD	57559	07/14/2000	07/14/2005	3170	190.2	3360.2	\$270.00	\$1,626.45	\$1,626.45	so.00	\$1,734.92	(108.47)	\$1,896.45	(270.00)
107	6SD21256	7 YEAR	Rosco SD	57471	10/25/1999	10/25/2006	3170	190.2	3360.2	\$270.00	\$1,664.48	\$1,664.48	\$0.00	\$1,769.72	(105.24)	\$1,934.48	(270.00)
108 109	6SD21276	3 YEAR	Mission	57555 57523	11/21/2000	11/21/2003	5519	331.14	5850.14	\$270,00	\$2,206.76	\$2,206.76	\$0.00	\$2,355.59	(148.83)	\$2,476.76	(270.00)
110	6SD21291 6SD21443	5Y Assoc 3 YEAR	Burke SD Wessington Springs SD	57382	11/19/1999 12/01/2000	11/19/2004 12/01/2003	3170 3170	190.2 190.2	3360.2 3360.2	\$270.00 \$270.00	\$1,214.20 \$1,181.55	\$1,214.20 \$1,181.55	\$0.00 \$0.00	\$1,357.78 \$1,327.92	(143.58) (146.37)	\$1,484.20 \$1,451.55	(270.00) (270.00)
111	6SD21443	3 YEAR	Plankington	57368	05/11/2001	05/11/2004	5519	331.14	5850.14	\$270.00	\$3,070.62	\$3,070.62	\$0.00	\$3,177.19	(106.57)	\$3,340.62	(270.00)
112	6SD21723	10 YEAR	Pukwanna SD	57370	10/31/1998	10/31/2008	3170	190.2	3360,2	\$270.00	\$1,723.64	\$1,723.64	\$0.00	\$1,823,83	(100.19)	\$1,993.64	(270.00)
113	6SD21776	3 YEAR	Mobridge SD	57601	05/21/2001	05/21/2004	2700	162	2862	\$270.00	\$1,388.93	\$1,388.93	\$0.00	\$1,493.04	(104.11)	\$1,658.93	(270.00)
114	6SD21798	7 YEAR	Highmore SD	57345	09/21/1999	09/21/2006	3170	190.2	3360.2	\$270.00	\$1,622.33	\$1,622.33	\$0.00	\$1,731.16	(108.83)	\$1,892.33	(270.00)
115	6SD21943 6SD22109	4 YEAR 4 YEAR	Mobridge SD	57601 57450	09/02/2000	09/02/2004 09/16/2004	5519	331.14	5850.14	\$270.00	\$2,666.68	\$2,666.68	\$0.00	\$2,793.01	(126.33)	\$2,936.68	(270,00)
116 117	6SD2276	4 YEAR 4 YEAR	Hoven SD Stockholm SD	5745U 57264	09/16/2000 09/21/2000	09/16/2004	5519 5519	331.14 331.14	5850.14 5850,14	\$270.00 \$270.00	\$2,719.56 \$2,738.45	\$2,719.56 \$2,738.45	\$0.00 \$0.00	\$2,843.31 \$2,861.27	(123.75)	\$2,989.56 \$3,008.45	(270.00) (270.00)
118	6SD22308	5Y Assoc	Artesian SD	57314	11/02/1999	11/02/2004	3170	190.2	3360.2	\$270.00	\$1,184.70	\$1,184.70	\$0.00	\$1,330.80	(146.10)	\$1,454.70	(270.00)
											. "		u		- 41		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

--

A/1	В	С	D	E	F	G	н	ī	J	к	L	М	N	0	P	Q	R II
												PUC Calcualted	Difference	Correct Calculation	Difference	Correct	Difference
										Equipment		(using SS	from SS	(Allow 270	from SS	Calculation	from SS
2	Account#	Pian	City State	Zipcode	K Date			Sales Tax To		Cost	Uneamed	Method)	Calculation	deduction)	Calculation	(Disallow 270)	Calculation
119	6SD22443	4 YEAR	Stockholm SD	57264	09/21/2000	09/21/2004	5519	331.14	5850.1		\$2,738.45	\$2,738.45	\$0.00	\$2,861.27	(122.82)	\$3,008.45	(270.00) (270.00)
120	6SD22776	4 YEAR	Parker SD	57053	10/12/2000	10/12/2004	5519 5519	331.14 331.14	5850.1 5850.1		\$2,817.78 \$2,817.78	\$2,817.78 \$2,817.78	\$0.00 \$0.00	\$2,936.72 \$2,936.72	(118.94) (118.94)	\$3,087.78 \$3.087.78	(270,00)
121 122	6SD22943 6SD23109	4 YEAR 4 YEAR	Scenic SD	57791 57770	10/12/2000 10/14/2000	10/12/2004	5519 5519	331.14 331.14	5850.1		\$2,817.76	\$2,825.34	\$0.00	\$2,930.72	(118.57)	\$3,095.34	(270.00)
123	6SD23109	4 YEAR	Pine Ridge SD Mission SD	57555	10/19/2000	10/01/2004	5519	331.14	5850.1		\$5,349.15	\$2,814.23	\$2,534.92	\$2,933.34	2,415.81	\$3,084.23	2,264.92
124	6SD23443	4 YEAR	McLaughlin SD	57642	11/08/2000	11/08/2004	5519	331.14	5850.1		\$2,919.77	\$2,919.77	\$0.00	\$3,033.72	(113.95)	\$3,189.77	(270.00)
125	6SD23464	3 YEAR	Mobridge SD	57601	08/14/2000	08/14/2003	5519	331.14	5850.1	4 \$270.00	\$1,707.78	\$1,707.78	\$0.00	\$1,881.03	(173.25)	\$1,977.78	(270.00)
126	6SD23609	4 YEAR	Ft. Plerre SD	57532	11/22/2000	11/22/2004	5519	331.14	5850.1		\$2,972.66	\$2,972.66	\$0.00	\$3,084.02	(111.36)	\$3,242.66	(270.00)
127	6SD23776	4 YEAR	Isabel SD	57633	01/14/2001	01/14/2007	5519	331.14	5850.1		\$3,864.60	\$3,864.60	\$0.00	\$3,932.33	(67.73)	\$4,134.60	(270.00)
128	6SD23943	4 YEAR	Warner SD	57479	03/21/2001	03/21/2005	2700	162	286		\$1,536.29	\$1,536.29	\$0.00	\$1,625,66	(89.37)	\$1,806.29	(270.00) (270.00)
129	6SD23966	7 YEAR	Goodwin SD	57238	07/08/1999	07/08/2006	3170	190.2	3360		\$1,529.35	\$1,529.35	\$0.00 \$0.00	\$1,646.10 \$1,687.28	(116.75) (112.91)	\$1,799.35 \$1,844.37	(270.00)
130	6SD23986	5Y Assoc	Onida SD	57564 57634	06/14/2000 04/18/2001	06/14/2005 04/18/2005	3170 5519	190.2 331.14	3360. 5850.1		\$1,574.37 \$3,527.96	\$1,574.37 \$3,527.96	\$0.00	\$1,007.20	(84.20)	\$3,797.96	(270.00)
131 132	6SD24109 6SD24276	4 YEAR 4 YEAR	Keldron SD Elkton SD	57034 57026	04/20/2001	04/20/2005	2700	162	286		\$1,591.73	\$1,591.73	\$0.00	\$1.675.56	(83.83)	\$1,861.73	(270.00)
133	6SD24420	5 YEAR	Eagle Butte SD	57625	05/22/2000	05/22/2005	3170	190.2	3360		\$1,534.44	\$1,534,44	\$0.00	\$1,650,75	(116.31)	\$1,804.44	(270.00)
134	6SD24443	4 YEAR	Miller SD	57362	04/27/2001	04/27/2005	5519	331.14	5850.1	4 \$270.00	\$3,561.96	\$3,561.96	\$0.00	\$3,644.49	(82.53)	\$3,831.96	(270.00)
135	6SD24609	4 YEAR	Timber Lake SD	57656	05/14/2001	05/14/2005	5519	331.14	5850.1		\$3,626.18	\$3,626.18	\$0.00	\$3,705.57	(79.39)	\$3,896.18	(270.00)
136	6SD24773	7 YEAR	Freeman SD	57029	09/05/1999	09/05/2006	3170	190.2	3360.		\$1,602.50	\$1,602.50	\$0.00	\$1,713.01	(110.51)	\$1,872.50	(270.00)
137	6SD24776	4 YEAR	Milbank SD	57252	05/24/2001	05/24/2005	2700.	162	286		\$1,654.56	\$1,654.56	\$0.00	\$1,732.11	(77.55)	\$1,924.56	(270.00)
138	6SD25662	7 YEAR	Geddes SD	57342	02/02/2000	02/02/2007	3170 5519	190.2	3360. 5850.1		\$1,788.46	\$1,788.46 \$1,541.46	\$0.00 \$0.00	\$1,883.13 \$1,722.84	(94.67) (181.38)	\$2,058.46 \$1,811.46	(270.00) (270.00)
139 140	6SD26232 6SD26308	3 YEAR 5Y Assoc	Pierre SD Alexandria SD	57501 57311	07/12/2000 09/23/1999	07/12/2003 09/23/2004	3170	331.14 190.2	3360.1		\$1,541.46 \$1,115.30	\$1,541.46	\$0.00	\$1,722.64	(152.01)	\$1,385,30	(270.00)
141	6SD26321	10 YEAR	Miller SD	57362	03/18/1999	03/18/2009	3170	190.2	3360.		\$1,713.30	\$1,843.39	\$0.00	\$1,933.39	(90.00)	\$2,113.39	(270.00)
142	6SD26697	3 YEAR	Gettysburg SD	57442	07/05/2000	07/15/2003	5519	331.14	5850.1		\$1,540.05	\$1,540.05	\$0.00	\$1,721,50	(181.45)	\$1,810.05	(270.00)
143	6SD26767	5 YEAR	White SD	57276	11/26/1997	11/26/2002	3170	190.2	3360.	2 \$270.00	\$208.69	-\$41.88	\$250.57	\$208.69	0.00	\$228.12	(19.43)
144	6SD26886	5 Year Resid	Bath SD	57427	09/07/2001	09/07/2006	3170	190.2	3360.	2 \$270.00	\$2,355.58	\$2,355.58	\$0.00	\$2,401.95	(46.37)	\$2,625.58	(270.00)
145	6\$D27072	3 YEAR	Rapid City SD	57702	03/16/2000	03/16/2003	5519	331.14	5850.1		\$946.72	\$946.72	\$0.00	\$1,157.19	(210.47)	\$1,216.72	(270.00)
146	6SD27304	5 YEAR	Seneca SD.	57473	08/24/2000	08/24/2005	3170	190.2	3360.		\$1,697.63	\$1,697.63	\$0.00	\$1,800.04	(102.41)	\$1,967.63	(270.00)
147	6SD27944	5 Year Resid		57466	09/12/2001	09/12/2006	3170	190.2	3360.		\$2,364.26	\$2,364.26	\$0.00	\$2,409.90	(45.64)	\$2,634.26	(270.00)
148	6SD27962	5Y Assoc	Alexandria SD	57311	09/23/1999	09/23/2004	3170 3170	190.2 190.2	3360. 3360.		\$1,115.30 \$2,366.00	\$1,115.30 \$2,366.00	\$0.00 \$0.00	\$1,267.31 \$2,411.48	(152.01) (45.48)	\$1,385.30 \$2,636.00	(270.00) (270.00)
149 150	6SD28037 6SD28145	5 Year Resid 7 YEAR	(Westport SD Wolsey SD	57481 57384	09/13/2001 10/15/1999	09/13/2006 10/15/2006	3170	190,2	3360.		\$2,366.00	\$2,366.00	\$0.00	\$1,758.38	(106.29)	\$1,922.09	(270.00)
151	6SD29023		1 Mobridge SD	57601	09/19/2001	09/19/2004	5519	331.14	5850.1		\$3,730.28	\$3,730.28	\$0.00	\$3,804.58	(74.30)	\$4,000.28	(270.00)
152	6SD29467	10 YEAR	Miller SD	57362	03/17/1999	03/17/2009	3170	190.2	3360.		\$1,842,53	\$1,842.53	\$0.00	\$1,932,59	(90.06)	\$2,112,53	(270.00)
153	6SD29514	5Y Assoc	Platte SD	57369	01/29/2000	01/29/2005	3170	190.2	3360.	2 \$270.00	\$1,337.39	\$1,337.39	\$0.00	\$1,470.48	(133.09)	\$1,607.39	(270.00)
154	6SD29563	10 YEAR	Wessington Spring	57382	10/28/1998	10/28/2008	3170	190.2	3360.	2 \$270.00	\$1,721.04	\$1,721.04	\$0.00	\$1,821.45	(100.41)	\$1,991.04	(270.00)
155	6SD29778	3 YEAR	Mobridge SD	57601	08/15/2000	08/15/2003	5519	331.14	5850.1		\$1,712.82	\$1,712.82	\$0.00	\$1,885.82	(173.00)	\$1,982.82	(270.00)
156	6SD30121	5 Year Resid		57427	09/27/2001	09/27/2006	3170	190.2	3360.		\$2,390.31	\$2,390.31	\$0.00	\$2,433.72	(43.41)	\$2,660.31	(270.00)
157 158	6SD30481 6SD30514	5 YEAR 5Y Assoc	Highmore SD Platte SD	57345 57369	04/01/2000	04/01/2005 01/29/2005	3170 3170	190.2 190.2	3360. 3360.		\$1,445.90 \$1,337.39	\$1,445.90 \$1,337.39	\$0.00 \$0.00	\$1,569.75 \$1,470.48	(123.85) (133.09)	\$1,715.90 \$1,607.39	(270.00) (270.00)
159	6SD30814	3 YEAR	Yankton SD	57078	06/13/2000	06/13/2003	5519	331.14	5850.1		\$1,395.29	\$1,337.39	\$0.00	\$1,583.82	(188.53)	\$1,665.29	(270.00)
160	6SD31045	57 Assoc	Olivet SD	57052	10/13/1999	10/13/2004	3170	190.2	3360.		\$1,050.20	\$1,150.00	\$0.00	\$1,299,05	(149.05)	\$1,420.00	(270.00)
161	6SD31241	5 Year Resid		57475	09/29/2001	09/29/2006	3170	190.2	3360.		\$2,393.78	\$2,393.78	\$0.00	\$2,436.89	(43.11)	\$2,663.78	(270.00)
162	6SD31426	5 Year Reside	Huron SD	57350	10/25/2001	10/25/2006	3170	190.2	3360.	2 \$270.00	\$2,438.91	\$2,438.91	\$0.00	\$2,478.19	(39.28)	\$2,708.91	(270.00)
163	6SD32381	5 Year Reside	Watertown SD	57201	10/26/2001	10/26/2006	3170	190.2	3360.		\$2,440.65	\$2,440.65	\$0.00	\$2,479.77	(39.12)	\$2,710.65	(270.00)
164	6SD32670	3 YEAR	Ferney SD	57439	07/12/2000	07/12/2003	5519	331.14	5850.1		\$1,541.46	\$1,541.46	\$0.00	\$1,722.84	(181.38)	\$1,811.46	(270.00)
165	6SD33443	5 YEAR	Redfield SD	57469	03/20/2001	03/20/2006	5519	331.14	5850.1		\$3,784.33	\$3,784.33	\$0.00	\$3,855.98	(71.65)	\$4,054.33	(270.00)
166	6SD33541		Aberdeen SD	57401	10/26/2001	10/26/2006	3170	190.2	3360.		\$2,440.65	\$2,440.65	\$0.00	\$2,479.77	(39.12)	\$2,710.65	(270.00)
167 168	6SD33609 6SD33776	5 YEAR 5 YEAR	Redfield SD Miller SD	57469 57362	04/02/2001 04/27/2001	04/02/2006 04/27/2006	2700 2700	162 162	286 286		\$1,732.68 \$1,769.64	\$1,732.68 \$1,769.64	\$0.00 \$0.00	\$1,802.41 \$1,835.68	(69.73) (66.04)	\$2,002.68 \$2,039.64	(270.00) (270.00)
169	6SD33778	5Y Assoc	Vermillion SD	57069	03/16/1999	03/16/2004	3170	190.2	3360.		\$7,769.64	\$783.90	\$0.00	\$964.13	(180.23)	\$1,053.90	(270.00)
170	6SD33891	3 Year Comm		57445	11/06/2001	11/06/2004	5519	331.14	5850.1		\$3,971.99	\$3.971.99	\$0.00	\$4,034.46	(62.47)	\$4,241.99	(270.00)
171	6SD34412	3 YEAR	Mobridge SD	57601	08/15/2000	08/15/2003	5519	331.14	5850.1		\$1,712.82	\$1,712.82	\$0.00	\$1,885.82	(173.00)	\$1,982.82	(270.00)
172	6SD34588	7 YEAR	Wessinton SD	57381	12/07/1999	12/07/2006	3170	190.2	3360.		\$1,717.79	\$1,717.79	\$0.00	\$1,818.49	(100.70)	\$1,987.79	(270.00)
173	6SD34885	7 YEAR	Harold SD	57536	11/04/1999	11/04/2006	3170	190.2	3360.		\$1,676.88	\$1,676.88	\$0.00	\$1,781.06	(104.18)	\$1,946.88	(270.00)
174	6SD35064	5Y Assoc	Miller SD	57362	02/23/1998	02/23/2003	3170	190.2	3360.		\$112,63	\$112.63	\$0.00	\$350.04	(237.41)	\$382.63	(270.00)
175 176	6SD35396 6SD35793	5Y Assoc 10 YEAR	Olivet SD	57052 57401	10/13/1999 08/21/1998	10/13/2004	3170 3170	190.2	3360. 3360.		\$1,150.00	\$1,150.00	\$0.00	\$1,299.05	(149.05)	\$1,420.00	(270,00)
110	00000133	MADIO	Aberdeen SD	3/401	OUZ 1/ 1330	08/21/2008	3170	190,2	3300.	\$270.00	\$1,662.03	\$1,662.03	\$0.00	\$1,767.47	(105.44)	\$1,932,03	(270,00)

œ	Difference	from SS	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(2/0.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(00.07)	(270.00)	(270.00)	(270.00)	(270.00)	70.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270.00)	(270,00)	2
ш.		č	_				<u>()</u> (<u>.</u>			. 8										N 5	<u>y</u> 0	. 8													-		Ø 0	9.0	. 0		2	8 E				2	1
a	Correct	Calculation	(Ulsallow 2/U) \$1 607 39	\$1,359.27	\$1,657.71	\$1,901.66	\$4,287.31	\$1,591.77	51,893.57	\$2,747.11	\$1.800.59	\$1,298.54	\$1,906.87	\$1,640.35	\$4,307.45	\$1,873.74	\$2,057.22	\$1,6/9.45	\$2,021.27	\$4,564.27	\$1,953.08	\$1,591.77	\$4,554.27	\$4,750.59	\$2,058.46	\$1,446.02	\$2,917.24	\$2,917.24	\$1,555.34	\$1,953.08	\$4,871.44	\$4,876.47	\$1,753.76 \$894.76	\$1,744.20	\$1,905.13	\$1,735.00	\$1,466.85	\$1,544.92	\$1,504.01	\$1.871.26	\$1,832.22	\$1,922.48	\$2,178.06	\$309.71	\$1,446.02	\$2,179.51	\$469.43	\$3 1B0 0A	
<u>-</u>	Difference	from SS	Calculation	(154.23)	(128.80)	(108.03)	(60.26)	(134.43)	(108.72)	(36.02)	(116.64)	(159.40)	(107.58)	(130.29)	(59.27)	(110.41)	(94.78)	(126.95)	(90.90)	(46.71)	(103.65)	(134.43)	(46.71)	(37.59)	(94.67)	(146.84)	(21.53)	(21.53)	(137.52)	(103.65)	(31.68)	(31.44)	(193.79)	(121.44)	(107.73)	(122.22)	(145.06)	(138.42)	(196.42)	(110.62)	(113.94)	(106.26)	(84.49)	(243.62)	(146.84)	(84.36)	(230.02)	VAC AO	
0 0	Calculation		deduction)	\$1.243.50	\$1,516.51	\$1,739,69	\$4,077.57	\$1,456.20	\$1,732.29	\$2,513.13	\$1,233.00	\$1,187.94	\$1,744.45	\$1,500.64	\$4,096,72	\$1,714.15	\$1,882.00	\$1,536.40	54,149.41	\$4,340,98	\$1,786.73	\$1,456.20	54,340.98	\$4,518.18	\$1,883.13	\$1,322.86	\$4,042.12	\$2,668.77	\$1,422.86	\$1,786.73	\$4,633.12	\$4,637.91	\$1,042.61	\$1,595.64	\$1,742.86	\$1,587,22	\$1,341.91	\$1,413.34	\$1,430.43	\$1,720.02	\$1,576,16	\$1,758.74	\$1,992.55	\$283.33	\$1,322.86	\$1,993.87	\$429.45	100	
z	Difference	from SS	Calculation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20.00	\$0.00	\$0.00	\$0.00	\$0.00	80.00	20.00	20.00	20.00	\$0.00	\$0.00	20.00	20.00	\$0.00	\$0.00	30.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	30.00	\$0.00	\$0.00	\$0.00	30.00	20.00	\$0.00	\$0.00	20.00	20.00	20.00	20.00	000	
Z	Calcualted		Method) (\$1,089.27	\$1,387.71	\$1,631.66	\$4,017.31	\$1,321.77	\$1,623.57	\$2,477.11	\$1,130,00	\$1,028.54	\$1,636.87	\$1,370.35	\$4,037,45	\$1,603.74	\$1,787,22	\$1,409.45	\$4,092.85 \$1.751.27	\$4,294.27	\$1,683.08	\$1,321.77	\$4,294.27	\$4,480.59	\$1,788.46	\$1,176.02	\$4,000.70	\$2,647.24	\$1,285.34	\$2,579,20	\$4,601.44	\$4,606.47	\$1,525.76	\$1,474.20	\$1,635.13	\$1,650.40	\$1,196.85	\$1,274.92	\$1,234.01	\$1,0176	\$1,562.22	\$1,652.48	\$1,908.06	\$39.71	\$1,176.02	\$1,909.51	\$199.43	0.70	
			Unearned	\$1,089.27	\$1,387.71	\$1,631.66	\$4,017.31	\$1,321.77	\$1,623.57	\$2,477.11	\$1,150.00	\$1,028.54	\$1,636.87	\$1,370.35	\$4,037,45	\$1,603.74	\$1,787.22	\$1,409.45	\$4,032.85	\$4.294.27	\$1,683.08	\$1,321.77	54,294.27	\$4,480.59	\$1,788.46	\$1,176.02	\$2,647.24	\$2,647.24	\$1,285.34	\$2,679.20	\$4,601.44	\$4,606.47	\$1,525.76	\$1,474.20	\$1,635.13	\$1,465.00	\$1,196.85	\$1,274.92	\$1,234.01	\$1,017.37	\$1,562,22	\$1,652.48	\$1,908.06	\$39.71	\$1,176.02	\$1,909.51	\$199.43	50000	
¥		ment	Cost	8270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270,00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	000000	
7			0	3360.2	3360.2	3360,2	5850.14	3360,2	3360.2	3360,2	3360,2	3360.2	3360.2	3360.2	5850 14	3360.2	3360.2	3360,2	3360.74	5850.14	3360.2	3360.2	5850.14	5850.14	3360.2	3360,2	3360.2	3360.2	3360.2	3350.2	5850.14	5850.14	3360.2	3360.2	3360,2	3360,2	3360.2	3360.2	5850.14	3360.2	3360.2	3360,2	3360.2	3360.2	3360.2	3360.2	3360.2		
_			Sales Tax Total	190.2	190.2	190.2	331.14	190.2	190.2	190.2	190.2	190.2	190.2	190.2	331 14	190.2	190.2	190.2	331.14	331.14	190.2	190.2	331.14	331.14	190.2	190.2	190.2	190.2	190.2	190.2	331.14	331.14	190.2	190.2	190.2	190.2	190.2	190.2	331.14	190.2	190.2	190.2	190.2	190.2	190.2	190.2	190.2		
æ			Amt Rec'd	31/0	3170	3170	5519	3170	3170	3170	31/0	3170	3170	3170	5519	3170	3170	3170	5519	5519	3170	3170	5519	5519	3170	3170	3170	3170	3170	3170	5519	5519	3170	3170	3170	3170	3170	3170	5519	3170	3170	3170	3170	3170	3170	3170	3170		
g				01/29/2005	02/27/2005	07/17/2005	11/15/2004	01/20/2005	09/22/2006	11/16/2006	10/13/2004	08/04/2004	07/20/2005	02/17/2005	11/19/2005	09/06/2006	02/01/2007	03/11/2005	11/30/2004	01/09/2005	11/09/2006	01/20/2005	01/09/2005	02/15/2005	02/02/2007	10/28/2004	02/22/20	02/22/2007	12/30/2004	11/09/2006	03/11/2005	03/12/2005	12/15/2003	01/17/2008	07/19/2005	04/12/2005	11/09/2004	12/24/2004	05/12/2003	09/04/2006	06/07/2005	08/10/2008	08/31/2006	01/12/2003	10/28/2004	09/01/2006	04/14/2003	000000000	
IL.				01/29/2000	02/27/2000	07/17/2000	11/15/2001	01/20/2000	09/22/1999	11/16/2001	10/13/1999	08/04/1999	07/20/2000	02/17/2000	11/19/2001	09/06/1999	02/01/2000	03/11/2000	11/30/2001	01/09/2000	11/09/1999	01/20/2000	01/09/2002	02/15/2002	02/02/2000	10/28/1999	02/20/2002	02/22/2002	12/30/1999	11/09/1999	03/11/2002	03/12/2002	12/15/1998	01/17/1998	07/19/2000	04/12/2000	11/09/1899	12/24/1999	05/12/2000	09/1//1999	06/07/2000	08/10/1998	08/31/2000	01/12/1998	10/28/1999	09/01/2000	04/14/1998	000000000000000000000000000000000000000	
ш			Zipcode	57369	57446	57564	57401	57381	57249	57039	57052	57401	57231	57350	57252	57350	57371	57350	57501	57350	57533	57381	57401	57301	57381	57330	57501	57472	57382	57451	57201	57325	57345	57078	57555	57260	57370	57381	57632	57039	57345	57401	57448	57470	57330	57532	57481	-	
Ω			City State	Platte SD	Hecla SD	Onida SD	3 Year Comm Aberdeen SD	Wessington SD	Lake Preston SD	5 Year Residt Lennox SD	Olivet SD	Aberdeen SD	DeSmet SD	Huron SD	5Y Assoc Fort Thompson SD 3 Year Comm Milhank SD	Huron SD	Ree Helghts SD	Huron SD	3 Year Comm Pierre SD	7 TEAN Wessington Spirity 3 Year Comm Hiron SD	Gregory SD	Wessington SD	3 Year Comm Aberdeen SD	3 Year Comm Mitchell SD	Wessington SD	Delmont SD.	3 Year Comm Aberdeen SD 5 Year Resid: Plerre SD	5 Year Residt Selby SD	Wessington Spring	5 Year Kesldt Highmore SD 7 YEAR loswich SD.	3 Year Comm Watertown SD	3 Year Comm Chamberlain SD	Highmore SD	Yankton SD	Mission SD	Roshoff SD	Chamberlain SD	Wessington SD	Herried SD	Lake riesion 3D	Highmore SD	Aberdeen SD	Hosmer SD	Rockham SD	Delmont SD.	Pierre SD	Westport SD	i	
υ			Plan	5Y Assoc	5 YEAR	5 YEAR	3 Year Con	5Y Assoc	7 YEAR	5 Year Res	5Y Assoc	5 YEAR	5 YEAR	5Y Assoc	3 Year Con	7 YEAR	7 YEAR	5 YEAR	3 Year Con	3 Year Con	7 YEAR	5Y Assoc	3 Year Con	3 Year Con	7 YEAR	5Y Assoc	3 Year Con 5 Year Res	5 Year Res	5Y Assoc	5 Year Kes 7 YEAR	3 Year Con	3 Year Con	5 YEAR	10 YEAR	5 YEAR	5 YEAR	5Y Assoc	5Y Assoc	3 YEAR	7 YEAR	5 YEAR	10 YEAR	6 YEAR	5 YEAR	5Y Assoc	6 YEAR	5Y Assoc	1	2
100			Account#	6SD36458	6SD37343	6SD37579	6SD38820	6SD39365	6SD39563	6SD39652	6SD39775	6SD40553	6SD40587	6SD40789	6SD40816 6SD40936	6SD41082	6SD41734	6SD41934	6SD42240	6SD42817	6SD42931	6SD43127	6SD43134	6SD43565	6SD43588	6SD44012	6SD44147	6SD44910	6SD45415	6SD45504 6SD46166	6SD46190	6SD46276	6SD46642 6SD46791	6SD46843	6SD46896	6SD47309	6SD47491	6SD47606	6SD48345	6SD48782	6SD48845	6SD48902	6SD48943	6SD49099	6SD49258	6SD49276	6SD49353		200000
Æ			М	ij	179	18	181	182	183	18	185	187	188	189	6 5 5	192	193	194	195	9 6	198	199	200	202	203	504	8 8	202	802	209	211	212	213	215	216	218	219	220	524	3 2	77.	225	526	227	87.6	230	234		

A/1	В	С	D	E	F	G	н	1		J	к	L.	M	N	0	P	Q	R
													PUC Calcualted	Difference	Correct Calculation	Difference	Correct	Difference
											Equipment	İ	(using SS	from SS	(Allow 270	from SS	Calculation	from SS
2	Account#	Plan	City State	Zipcode	K Date	Exp Date	Amt Rec'd	Sales Tax	Total		Cost	Unearned	Method)	Calculation	deduction)	Calculation	(Disallow 270)	Calculation
235	6SD49776	6 YEAR	Timber Lake SD	57656	09/06/2000	09/06/2006	3170	190.2		3360.2	\$270.00	\$1,916.74	\$1,916.74	\$0.00	\$2,000.49	(83.75)	\$2,186.74	(270.00)
236	6SD49819	5 YEAR	Hurmosa SD	57744	05/20/2000	05/20/2005	3170	190.2		3360.2	\$270.00	\$1,530.97	\$1,530.97	\$0.00	\$1,647.57	(116.60)	\$1,800.97	(270.00)
237	6SD49943	6 YEAR	Tripp SD	57376	09/13/2000	09/13/2006	3170	190.2		3360.2	\$270.00	\$1,926.87	\$1,926.87	\$0.00	\$2,009.75	(82,88)	\$2,196.87	(270.00)
238	6SD50021	5Y Assoc	Arlington SD	57212	01/25/2000	01/25/2005	3170	190.2		3360.2	\$270.00	\$1,330.45	\$1,330.45	\$0.00	\$1,464.13	(133.68)	\$1,600.45	(270.00)
239	6SD50079	5Y Assoc	Huron SD	57350	02/17/2000	02/17/2005	3170	190.2		3360.2	\$270.00	\$1,370.35	\$1,370.35	\$0.00	\$1,500.64	(130.29)	\$1,640.35	(270.00)
240	6SD50109	6 YEAR	Hoven SD	57450	09/16/2000	09/16/2006	3170	190.2		3360.2	\$270.00	\$1,931.21	\$1,931.21	\$0.00	\$2,013.72	(82.51)	\$2,201.21	(270.00)
241	6SD50276	6 YEAR	Avon SD	57315	09/18/2000	09/18/2006	3170	190.2		3360.2	\$270.00 \$270.00	\$1,934.10	\$1,934.10	\$0.00 \$0.00	\$2,016.37 \$1,815.10	(82.27) (101.01)	\$2,204.10 \$1,984.09	(270.00) (270.00)
242 243	6SD50432 6SD50443	10 YEAR 6 YEAR	St Lawrence SD Avon SD	57373 57315	10/20/1998 09/18/2000	10/20/2008 09/18/2006	3170 3170	190.2 190.2		3360.2 3360.2	\$270.00	\$1,714.09 \$1,934.10	\$1,714.09 \$1,934.10	\$0.00	\$2,016.37	(82.27)	\$2,204.10	(270.00)
243 244	6SD50609	6 YEAR	Seneca SD	57473	09/26/2000	09/26/2006	3170	190.2		3360.2	\$270.00	\$1,945.68	\$1,934.10	\$0.00	\$2,026.96	(81.28)	\$2,215.68	(270.00)
245	6SD50776	6 YEAR	Preshoe SD	57568	09/27/2000	09/27/2006	3170	190.2		3360.2	\$270.00	\$1,947.12	\$1,947,12	\$0,00	\$2,028.28	(81.16)	\$2,217,12	(270,00)
246	6SD50943	6 YEAR	Bowdle SD	57428	10/04/2000	10/04/2006	3170	190.2		3360.2	\$270.00	\$1,957.25	\$1,957.25	\$0.00	\$2,037.55	(80,30)	\$2,227.25	(270.00)
247	6SD51045	10 YEAR	Pierre SD	57501	03/19/1999	03/19/2009	3170	190.2		3360.2	\$270.00	\$1,844.26	\$1,844,26	\$0,00	\$1,934,18	(89,92)	\$2,114.26	(270.00)
248	6SD51109	6 YEAR	Ludiow SD	57755	10/16/2000	10/16/2006	3170	190.2		3360.2	\$270.00	\$1,974.61	\$1,974.61	\$0.00	\$2,053.43	(78.82)	\$2,244.61	(270.00)
249	6SD51128	5Y Assoc	Castlewood SD	57223	11/12/1999	11/12/2004	3170	190.2		3360.2	\$270.00	\$1,202.05	\$1,202.05	\$0.00	\$1,346.67	(144.62)	\$1,472.05	(270.00)
250	6SD51276	6 YEAR	Hoven SD	57450	10/18/2000	10/18/2006	3170	190.2		3360.2	\$270.00	\$1,977.51	\$1,977.51	\$0.00	\$2,056.08	(78.57)	\$2,247.51	(270.00)
251	6SD51443	6 YEAR	Chamberlain SD	57325	10/23/2000	10/23/2006	3170	190.2		3360.2	\$270.00	\$1,984.74	\$1,984.74	\$0.00	\$2,062.70	(77.96)	\$2,254.74	(270.00)
252	6SD51609	6 YEAR	Winner SD	57580	10/23/2000	10/23/2006	3170	190.2		3360.2	\$270.00	\$1,984.74	\$1,984.74	\$0.00	\$2,062.70	(77.96)	\$2,254.74	(270.00)
253	6SD51762	5Y Assoc	Miller SD	57362	07/22/1999	07/22/2004	3170	190.2		3360.2	\$270.00	\$1,005.99	\$1,005.99	\$0.00	\$1,167.31	(161.32)	\$1,275.99	(270.00)
254	6SD51776	6 YEAR	Winner SD	57580	10/23/2000	10/23/2006	3674.53	220.47		3895	\$270.00	\$2,343.60	\$2,343.60	\$0.00	\$2,421.56	(77.96)	\$2,613.60	(270.00)
255	6SD51801	3 YEAR	Mobridge SD	5760:1	07/19/2000	07/19/2003	5519	331.14		5850.14	\$270.00	\$1,576.74	\$1,576.74	\$0.00	\$1,756.39	(179.65)	\$1,846.74	(270.00)
256	6SD51943	6 YEAR	Hoven SD	57450	10/25/2000	10/25/2006	3170	190.2		3360,2	\$270.00	\$1,987.63	\$1,987.63	\$0.00	\$2,065.34	(77.71)	\$2,257.63	(270.00)
257	6SD51945	3 Year Comm		57580	03/13/2002	03/13/2005	5519	331.14		5850.14	\$270.00	\$4,611.51	\$4,611.51	\$0.00	\$4,642.70	(31,19)	\$4,881.51	(270.00)
258 259	6SD51998 6SD52109	5 YEAR	Burke SD	57523	07/13/2000	07/13/2005	3170	190.2 190.2		3360.2 3360.2	\$270.00 \$270.00	\$1,624.71 \$1,993.42	\$1,624.71	\$0.00	\$1,733.33	(108.62)	\$1,894.71 \$2,263.42	(270.00) (270.00)
260	6SD52276	6 YEAR 6 YEAR	Timber Lake SD Bowdie SD	57656 57428	10/29/2000 11/01/2000	10/29/2006 11/01/2006	3170 3170	190.2		3360.2	\$270.00 \$270.00	\$1,993.42 \$1,997.76	\$1,993.42 \$1,997.76	\$0.00 \$0.00	\$2,070.64 \$2,074.61	(77.22) (76.85)	\$2,263.42 \$2,267.76	(270.00)
261	6SD52382	5Y Assoc	Huron SD	57350	09/20/1999	09/20/2004	3170	190.2		3360.2	\$270.00	\$1,110.09	\$1,110.09	\$0.00	\$1,262.54	(152,45)	\$1,380.09	(270.00)
262	6SD52443	6 YEAR	Dupree SD	57623	11/07/2000	11/07/2006	3170	190.2		3360.2	\$270.00	\$2,006.44	\$2,006.44	\$0.00	\$2,082.55	(76.11)	\$2,276,44	(270.00)
263	6SD52578	10 YEAR	Rosco SD	57471	09/17/1998	09/17/2008	3170	190.2		3360.2	\$270.00	\$1,685.46	\$1,685.46	\$0.00	\$1,788.90	(103.44)	\$1,955.46	(270.00)
264	6SD52597	3 Year Comm	1 Chamberlain SD	57325	03/14/2002	03/14/2005	5519	331.14		5850.14	\$270.00	\$4,616.55	\$4,616,55	\$0.00	\$4,647,49	(30,94)	\$4,886,55	(270.00)
265	6SD52609	6 YEAR	Selby SD	57472	11/09/2000	11/09/2006	3170	190.2		3360.2	\$270.00	\$2,009.34	\$2,009.34	\$0.00	\$2,085.20	(75.86)	\$2,279.34	(270.00)
266	6SD52776	6 YEAR	Wood SD	57585	11/10/2000	11/10/2006	3170	190.2		3360.2	\$270.00	\$2,010.78	\$2,010.78	\$0.00	\$2,086.52	(75.74)	\$2,280.78	(270.00)
267	6SD52943	6 YEAR	Mitchell SD	57301	11/16/2000	11/16/2006	3170	190.2		3360,2	\$270.00	\$2,019.46	\$2,019.46	\$0.00	\$2,094.46	(75.00)	\$2,289.46	(270.00)
268	6SD53187	10 YEAR	Bowdie SD	57428	03/29/1999	03/29/2009	3170	190.2		3360,2	\$270.00	\$1,852.94	\$1,852.94	\$0.00	\$1,942.12	(89.18)	\$2,122.94	(270,00)
269	6SD53276	6 YEAR	Trail City SD	57657	12/06/2000	12/06/2006	1837.65	110.26		1947.91	\$270.00	\$1,073.98	\$1,073.98	\$0.00	\$1,146.51	(72.53)	\$1,343.98	(270.00)
270	6SD53335		n McLaughlin SD	57642	03/21/2002	03/21/2005	5519	331.14		5850.14	\$270.00	\$4,651.80	\$4,651.80	\$0.00	\$4,681.01	(29.21)	\$4,921.80	(270.00)
271	6SD53414		Chamberlain SD	57325	03/27/2002	03/27/2005	5519	331.14		5850.14	\$270.00	\$4,682.01	\$4,682.01	\$0.00	\$4,709.75	(27.74)	\$4,952.01	(270.00)
272	6SD53443	6 YEAR	Egan SD	57024	12/27/2000	12/27/2006	3170	190.2		3360.2	\$270.00	\$2,078.78	\$2,078.78	\$0.00	\$2,148.73	(69.95)	\$2,348.78	(270.00)
273	6SD53609	6 YEAR	Mobridge SD	57601	01/10/2001	01/10/2007	3170	190.2		3360.2	\$270.00	\$2,099.04	\$2,099.04	\$0.00	\$2,167.26	(68,22)	\$2,369.04	(270.00)
274 275	6SD53776 6SD53943	6 YEAR 6 YEAR	St. Lawrence SD St. Lawrence SD	57373 57373	01/11/2001 01/13/2001	01/11/2007 01/13/2008	3170	190.2 189.62		3360.2 3350	\$270.00	\$2,100.49 \$2,209.59	\$2,100.49	\$0.00	\$2,168.58	(68,09)	\$2,370.49	(270.00)
276	6SD54077		McLaughlin SD	57642	03/29/2002	03/29/2007	3160.38 3170	190.2		3360.2	\$270.00 \$270.00	\$2,708.00	\$2,209.59 \$2,708.00	\$0,00 \$0.00	\$2,267.75 \$2,724.35	(58.16) (16.35)	\$2,479.59 \$2,978.00	(270.00) (270.00)
277	6SD54109	6 YEAR	Miller SD	57362	03/25/2002	01/15/2008	3170	190.2		3360.2	\$270.00	\$2,700.00	\$2,708.00	\$0.00	\$2,724.33	(57.95)	\$2,489.62	(270.00)
278	6SD54210		Wessington SD	57381	10/20/1998	10/20/2008	3170	190.2		3360.2	\$270.00	\$1,714.09	\$1,714.09	\$0.00	\$1,815.10	(101,01)	\$1,984.09	(270.00)
279	6SD54276		St. Lawrence SD	57373	01/15/2001	01/15/2008	3160.38	189.62		3350	\$270.00	\$2,212.06	\$2,212,06	\$0.00	\$2,270.01	(57.95)	\$2,482.06	(270.00)
280	6SD54431	5 Year Reside		57433	04/01/2002	04/01/2007	3170	190.2		3360.2	\$270.00	\$2,713.21	\$2,713,21	50,00	\$2,729.12	(15.91)	\$2,983.21	(270.00)
281	6SD54443	6 YEAR	Lemmon SD	57638	01/19/2001	01/19/2007	3170	190.2		3360.2	\$270.00	\$2,112.06	\$2,112.06	\$0.00	\$2,179.17	(67.11)	\$2,382.06	(270.00)
282	6SD54609		Morristown SD	57645	01/23/2001	01/23/2007	3170	190,2		3360.2	\$270.00	\$2,117.85	\$2,117.85	\$0.00	\$2,184.47	(66.62)	\$2,387.85	(270.00)
283	6SD54776		Solux Falls SD	57106	02/11/2001	02/11/2007	3170	190.2		3360.2	\$270.00	\$2,145.34	\$2,145.34	50,00	\$2,209.62	(64.28)	\$2,415.34	(270.00)
284	6SD54825	5 Year Reside	•	57472	04/08/2002	04/08/2007	3170	190.2		3360.2	\$270.00	\$2,725.36	\$2,725.36	\$0.00	\$2,740.23	(14.87)	\$2,995.36	(270.00)
285	6SD54903	3 Year Comm		57350	04/09/2002	04/09/2005	5519	331.14	:	5850.14	\$270.00	\$4,747.47	\$4,747.47	\$0.00	\$4,772.01	(24.54)	\$5,017.47	(270.00)
286	6SD54934		Raymond SD	57258	02/22/2000	02/22/2005	3170	190.2		3360.2	\$270.00	\$1,379.03	\$1,379.03	\$0.00	\$1,508.58	(129.55)	\$1,649.03	(270.00)
287	6SD54943		Cresbard SD	57435	02/16/2001	02/16/2007	3170	190.2		3360.2	\$270.00	\$2,152.57	\$2,152.57	\$0.00	\$2,216.23	(63.66)	\$2,422.57	(270.00)
288 289	6SD55016 6SD55109		Castlewood SD	57223 57263	11/12/1999	11/12/2004	3170	190.2		3360.2	\$270.00	\$1,202.05	\$1,202.05	\$0,00	\$1,346.67	(144.62)	\$1,472.05	(270.00)
289 290	6SD55276		Sisseton SD Groton SD	57262 57445	02/20/2001	02/20/2007	3170 3170	190.2 190.2		3360.2	\$270.00	\$2,158.36	\$2,158.36	\$0.00	\$2,221.53	(63.17)	\$2,428.36	(270.00)
291	6SD55276		Webster SD	57445 57274	12/22/1999	12/22/2007	3170 3170	190.2 190.2		3360.2 3360.2	\$270.00 \$270.00	\$2,161.25 \$1,736.39	\$2,161.25 \$1,736.39	\$0,00	\$2,224.18 \$1,835.50	(62.93) (99.11)	\$2,431.25 \$2,006.39	(270.00) (270.00)
292	6SD55443		Mitchell SD	57301	03/15/2001	03/15/2007	3170	190.2		3360.2	\$270.00	\$2,191.64	\$2,191.64	\$0.00	\$2,251.97	(60,33)	\$2,461.64	(270.00)
							0110			J000.A	\$210.00	J., 10 1.04	WE, 10 1.04	30.00	44,201.31	(50.00)	Ψ Δ,401.04	(210.00)[

a Р D R В c D E G Н κ L N A/1 PUC Correct Difference Calcualted Difference Calculation Difference Correct Calculation from SS from SS /Allow 270 from SS Equipment (using SS Method) Calculation deduction) Calculation (Disallow 270) Calculation 2 Account# Plan City State Zincode K Date Exp Date Amt Rec'd Sales Tax Total Cost Unearned \$4,747,47 (270.00) \$270.00 \$4,747,47 \$0.00 \$4,772.01 (24.54 \$5,017.47 293 6SD55578 3 Year Comm Miller SD 57362 04/09/2002 04/09/2005 5519 331.14 5850 14 (49.70 \$2,586.58 (270.00) 3360.2 \$270.00 \$2,316,58 \$2,316,58 \$0.00 \$2,366,28 6SD55609 6 YEAR White River 57579 04/03/2001 04/03/2008 3170 190.2 294 04/10/2001 3170 190.2 3360.2 \$270.00 \$2,229.25 \$2,229.25 \$0.00 \$2,286,38 (57.13 \$2,499.25 (270.00) 295 6SD55776 6 YEAR McLaughlin SD 57642 04/10/2007 \$1.184.70 \$0.00 \$1,330.80 (146.10 \$1,454,70 (270.00) 69055925 EV Assoc Madison SD 57042 11/02/1999 11/02/2004 3170 190.2 3360.2 \$270.00 \$1,184,70 206 297 6SD55943 6 YEAR Canton SD 57013 04/16/2001 04/16/2007 3170 190.2 3360.2 \$270.00 \$2,237,94 \$2,237,94 \$0,00 \$2,294,33 (56.39 \$2,507.94 (270.00)(24.54 \$5,017.47 (270.00)298 6SD56074 3 Year Comm Highmore SD 57345 04/09/2002 04/09/2005 5519 331.14 5850.14 \$270.00 \$4,747,47 \$4,747,47 \$0.00 \$4,772.01 \$2.510.83 (270.00) 299 6SD56109 6 YEAR Bowdle SD 5742B 04/18/2001 04/18/2007 3170 190.2 3360.2 \$270.00 \$2,240.83 \$2,240.83 \$0.00 \$2,296,97 (56.14 \$1,984,96 57433 10/21/1998 3170 190.2 3360.2 \$270.00 \$1,714.96 \$1,714.96 \$0.00 \$1.815.90 (100.94 (270.00)300 68056190 10 YEAR Columbia SD 10/21/2008 (204.07 \$1,347,76 6SD56216 57438 04/11/2000 04/11/2003 5519 331.14 5850.14 \$270.00 \$1,077,76 \$1.077.76 \$0.00 \$1,281,83 (270.00) 301 3 YEAR Faulkton SD \$2,242.28 \$2,242.28 \$0.00 \$2,298,30 (56.02) \$2,512.28 (270.00) 302 6SD56276 6 YEAR Medow SD 57644 04/19/2001 04/19/2007 3170 190.2 3360.2 \$270.00 (176.10 \$1,102.48 (270.00)04/13/1999 3170 190.2 3360.2 \$270.00 \$832.48 \$832.48 \$0.00 \$1,008,58 303 6SD56284 5Y Assoc Presho SD 57558 04/13/2004 (270.00 304 6SD56443 6 YEAR Twin Brooks SD 57269 04/30/2001 04/30/2007 3170 190.2 3360.2 \$270.00 \$2,258,19 \$2,258,19 \$0.00 \$2,312,86 (54.67 \$2,528.19 \$2,290,02 \$2,290.02 \$0.00 \$2,341.98 (51.96) \$2,560.02 (270.00 305 6SD56609 6 YEAR Hoven SD 57450 05/22/2001 05/22/2007 3170 190.2 3360.2 \$270.00 \$270.00 \$2,290,02 \$2,290.02 \$0.00 \$2,341.98 (51.96 \$2,560.02 (270.00 306 6SD56776 6 YEAR Westport SD 57481 05/22/2001 05/22/2007 3170 190.2 3360.2 3170 307 6SD56943 6 YEAR Bowdle SD 5742B 05/29/2001 05/29/2007 190.2 3360.2 \$270.00 \$2,300,15 \$2,300,15 \$0.00 \$2,351,24 (51.09 \$2,570.15 (270.00 6SD57153 06/05/2000 3170 190.2 3360.2 \$270,00 \$1,558,74 \$1.558,74 \$0.00 \$1.672.98 (114.24 \$1,828.74 (270.00) 308 5Y Assoc Chambedain SD 57370 06/05/2005 \$2,003.91 (270.00) 309 6SD57296 7 YEAR Onaka SD 57466 12/20/1999 12/20/2006 3170 190.2 3360.2 \$270.00 \$1,733.91 \$1,733.91 \$0.00 \$1,833.23 (99.32) \$1.524.17 \$1,254.17 \$0.00 \$1,449.60 (195.43) (270.00) 310 6SD57643 3 YEAR Timber Lake SD 57656 05/16/2000 05/16/2003 5519 331.14 5850.14 \$270.00 \$1,254,17 \$1.089.27 \$1,359,27 (270.00 3360.2 \$1.089.27 \$0.00 \$1,243,50 (154 23 311 65058130 5Y Assoc Seneca SD 57473 09/08/1999 09/08/2004 3170 190.2 \$270.00 6SD58148 02/02/2000 3170 3360.2 \$270.00 \$1,344,33 \$1,344,33 \$0.00 \$1,476,83 (132,50) \$1,614,33 (270.00 317 5V Assoc Fort Thompson SD 57339 02/02/2005 190.2 313 6SD59012 10 YEAR Kennebec SD 57544 03/15/1999 03/15/2009 3170 190.2 3360.2 \$270.00 \$1.840.79 \$1,840,79 50.00 \$1,931,01 (90.22) \$2,110.79 (270.00) \$1,110.09 (152.45) \$1,380.09 (270.00) 314 6SD59113 5Y Assoc Huron SD 57350 09/20/1999 09/20/2004 3170 190.2 3360.2 \$270.00 \$1,110.09 \$0.00 \$1,262.54 6SD59550 09/22/1999 3360.2 \$270.00 \$1,623,57 \$1,623.57 \$0.00 \$1,732,29 (108,72) \$1,893.57 (270.00) 315 7 YEAR Miller SD 57362 09/22/2006 3170 190.2 316 6SD59643 10 YEAR Aherdeen SD 57401 03/04/1999 03/04/2009 3170 190.2 3360.2 \$270.00 \$1.831.24 \$1,831.24 \$0.00 \$1,922,27 (91.03) \$2,101.24 (270.00)317 6SD59794 10 YEAR Gann Valley SD 57341 03/22/1999 03/22/2009 3170 190.2 3360.2 \$270.00 \$1.846.86 \$1.846.86 \$0.00 \$1,936,56 (89.70) \$2,116.86 (270.00)318 6SD59883 7 YEAR Wood SD 57585 06/29/2000 06/29/2007 3170 190.2 3360.2 \$270.00 \$1,971.58 \$1,971,58 \$0.00 \$2,050,65 (79.07) \$2,241,58 (270.00) 319 6SD60231 7 YEAR Redfield SD 57469 02/10/2000 02/10/2007 3170 190.2 3360.2 \$270.00 \$1,798.38 \$1,798.38 50.00 \$1,892.21 (93.83) \$2,068,38 (270,00) 65060404 5Y Assoc Miller SD 57362 03/18/1999 03/18/2004 3170 190.2 3360.2 \$270.00 \$787.37 \$787.37 \$0.00 \$967.31 (179.94 \$1,057.37 (270.00) 320 321 6SD60917 7 YEAR Conde SD 57/3/ 09/27/1999 09/27/2006 3170 190.2 3360.2 \$270.00 \$1,629.77 \$1,629,77 \$0.00 \$1,737.96 (108.19) \$1,899,77 (270.00) 6SD61787 57501 04/09/2002 04/09/2005 5519 5850.14 \$270.00 \$4,747.47 \$4,747,47 \$0.00 (24.54) \$5,017,47 (270.00) 322 3 Year Comm Pierre SD 331.14 \$4,772.01 323 6SD62121 57042 11/02/1999 11/02/2004 3170 190.2 3360.2 \$270.00 \$1,184,70 \$1,184.70 \$0.00 (146,10) \$1,454.70 (270.00) 5V Assoc Madison SD \$1,330,80 6SD62587 04/10/2002 5519 5850 14 \$0.00 324 3 Year Comm Rapid City SD 57709 04/10/2005 \$270.00 \$4,752.51 \$4,752,51 \$4,776.80 (24.29) \$5.022.51 (270.00 331.14 325 6SD64024 7 YEAR Sioux Falis SD 57103 01/14/2000 01/14/2007 3170 190.2 3360.2 \$270.00 \$1,764.90 \$1,764,90 \$0.00 \$1,861.58 (96.68) \$2,034,90 (270.00 326 6SD64708 57451 10/04/1999 3170 190.2 3360.2 \$270.00 \$1,638,45 \$1,638,45 \$0.00 \$1,908.45 7 YEAR Inswich SD 10/04/2006 \$1,745,90 (107.45)(270.00) 327 6SD64898 57249 07/14/1999 07/14/2006 3170 190.2 3360.2 \$270.00 \$1,536,79 \$1,536,79 \$0.00 \$1,806,79 (270,00 7 YFAR Lake Preston SD \$1.652.90 (116.11 328 6SD65035 10 YEAR Huron SD 57350 10/31/1998 10/31/2008 3170 190.2 3360.2 \$270.00 \$1,723,64 \$1,723,64 \$0.00 \$1.823.83 (100.19) \$1,993,64 (270.00) 329 6SD65206 5Y Assoc Dupree SD 57623 03/18/2000 03/18/2005 3170 190.2 3360.2 \$270.00 \$1,421,60 \$1 421 60 \$0.00 \$1,547,52 (125.92) \$1,691,60 1270.00 330 6SD65902 5 Year Reside Vermillion SD 57069 04/11/2002 04/11/2007 3170 190.2 3360.2 \$270.00 \$2,730,57 \$2,730,57 \$0.00 \$3,000,57 (270.00 \$2,745.00 (14.43) 331 6SD65933 3 Year Comm Timberl ake SD 57656 04/12/2002 04/12/2005 5519 331.14 5850.14 \$270.00 \$4,762.58 \$4,762.58 \$0.00 \$4,786.37 (23.79)\$5,032.58 (270,00) 332 65066280 57043 04/12/2002 3170 3360.2 5 Year Resid: Marion SD 04/12/2007 190.2 \$270.00 \$2,732.30 \$2,732,30 \$0.00 \$2,746.59 (14.29) \$3,002.30 (270.00) 333 6SD66418 5 YEAR 57656 08/17/2000 3170 3360.2 \$0.00 Timber Lake SD 08/17/2005 190.2 \$270.00 \$1,685.48 \$1,685,48 \$1,788.92 (103.44) \$1,955.48 (270.00 334 6SD66660 3 Year Comm Pierre SD 57501 04/23/2002 04/23/2005 5519 331.14 5850 14 \$270.00 \$4,817.97 \$4,817.97 \$0.00 \$5,087.97 (270.00 \$4,839.06 (21.09)335 6SD66984 7 YEAR Columbia SE 57433 08/05/1999 08/05/2006 3170 3360.2 \$270.00 (113.78 (270.00 190.2 \$1,564.07 \$1.564.07 \$0.00 \$1,677,85 \$1,834.07 (270.00 336 6SD67168 3 Year Comm Plerre SD 57501 04/24/2002 04/24/2005 5519 331.14 5850.14 \$270,00 \$4.823.00 \$4,823,00 \$0.00 \$4.843.85 (20.85) \$5,093,00 6SD67197 (270.00 337 5Y Assoc Volga SD 57071 07/20/2000 07/20/2005 3170 190.2 3360.2 \$270.00 \$1,636,87 \$1,636,87 (107.58) \$0.00 \$1,744.45 \$1,906.87 338 6SD67490 3 Year Comm Chamberlain SD 57325 04/25/2002 04/25/2005 5519 331.14 5850.14 \$270.00 \$4,828.04 \$4,828.04 \$0.00 \$4,848,63 \$5,098.04 (270.00) (20.59 339 6SD67534 3 Year Comm Tyndall SD 04/26/2002 57066 04/26/2005 5519 331.14 5850.14 \$270.00 \$4,833,08 \$4,833,08 \$0.00 \$4.853.42 (20.34) \$5,103.08 (270.00) 340 6SD67556 3 Year Comm Yankton SD 57078 04/26/2002 04/26/2005 5519 331.14 5850.14 \$270.00 \$4.833.08 \$4.833.08 \$0.00 \$4.853.42 (20.34) \$5,103,08 (270.00 341 6SD68061 5Y Assoc Olivet SD 57052 10/13/1999 10/13/2004 3170 190.2 3360.2 \$270.00 \$1,150.00 \$1,150,00 \$0.00 \$1,299,05 (149.05) \$1,420.00 (270.00 342 6SD68130 5 YEAR Clearfield SD 57580 05/18/2000 05/18/2005 3170 190.2 3360.2 \$270.00 \$1.527.50 \$1,527,50 \$0.00 \$1,644,40 (116.90) \$1,797,50 (270.00 343 6SD68220 7 YFAR Flandreau SD 57028 11/24/1999 11/24/2006 3170 190.2 3360.2 \$270.00 \$1,701.68 \$1,701.68 \$0.00 \$1,803.74 (102.06) \$1,971.68 (270.00 344 65068296 5Y Assoc Mitchell SD 57301 01/06/2000 01/06/2005 3170 190.2 3360.2 \$270.00 \$1,297,48 \$1,297,48 \$0.00 \$1,433.97 (136.49) \$1,567.48 (270.00 345 6SD69229 5 Year Resid: Hitchcock SD 5734R 05/03/2002 05/03/2007 3170 190.2 3360.2 \$270.00 \$2,768.76 \$2,768.76 \$0.00 \$2,779.94 (11.18)\$3,038.76 (270,00) 346 6SD69230 5 Year Resid: Miller SD 57362 05/03/2002 05/03/2007 3170 3360.2 190.2 \$270.00 \$2,768.76 \$2,768,76 \$0.00 \$2,779,94 (11.18)\$3,038.76 (270.00) 347 6SD69274 5 YEAR Utica SD 57067 08/15/2000 08/15/2005 3170 3360.2 190.2 \$270.00 \$1,682.00 \$1,682,00 \$0,00 \$1,785.74 (103.74)\$1,952.00 (270.00)348 6SD69320 10 YEAR Miller SD 57362 02/23/1998 02/23/2008 3170 190.2 3360.2 \$270.00 \$1,506,31 \$1,506,31 \$0.00 \$1,625.02 (118.71)\$1,776.31 (270.00)349 65069923 5 Year Resid: Huron SD 57350 05/04/2002 05/04/2007 3170 190.2 3360.2 \$270.00 \$2,770.50 \$2,770.50 \$0.00 \$2,781.53 \$3,040.50 (11.03 (270.00 6SD69930 350 3 YEAR Timber Lake SD 57656 07/12/2000 07/12/2003 5519 331.14 5850,14 \$270.00 \$1,541.46 \$1,541,46 50.00 \$1,722.84 (181.38)\$1,811,46 (270.00)

A/1	Ø	С	D	E	F	G	н	i		J	к	L	, M	N	. 0	P	Q	R
													PUC Calcualted	Difference	Correct Calculation	Difference	Correct	Difference
											Equipment		(using SS	from SS	(Allow 270	from SS	Calculation	from SS
2	Account#	Plan	City State	Zipcode	K Date	Exp Date	Amt Rec'd S	ales Tax	Total		Cost	Unearned	Method)	Calculation	deduction)	Calculation	(Disallow 270)	Calculation
351	6SD70011		m Corsica SD	57328	05/08/2002	05/08/2005	5519	331.14		5850.14	\$270.00	\$4,893.50	\$4,893.50	\$0.00	\$4,910.89	(17.39)	\$5,163.50	(270,00)
352	6SD70079	3 Year Com		57350	05/14/2002	05/14/2005	5519	331.14		5850.14	\$270.00	\$4,923.72	\$4,923.72	\$0.00	\$4,939.63	(15.91)	\$5,193.72	(270.00)
353	6SD70620		m Aberdeen SD	57401	05/15/2002	05/15/2005	5519	331.14		5850.14	\$270.00	\$4,928.75	\$4,928.75	\$0.00	\$4,944.42	(15.67)	\$5,198.75	(270.00)
354	6SD70751	7 YEAR	Miller SD	57362	12/10/1999	12/10/2006	3170	190.2		3360.2	\$270.00	\$1,721.51	\$1,721.51	\$0.00	\$1,821.89	(100.38)	\$1,991.51	(270.00)
355	6SD70862		m Milbank SD	57252 57501	05/15/2002 05/17/2002	05/15/2005 05/17/2007	5519 3170	331.14 190.2		5850.14 3360.2	\$270.00 \$270.00	\$4,928.75 \$2,793.07	\$4,928.75 \$2,793.07	\$0.00 \$0.00	\$4,944.42 \$2,802.17	(15.67) (9.10)	\$5,198.75 \$3,063.07	(270.00) (270.00)
356 357	6SD70924 6SD71171	5 Year Resi 5 Year Resi		57350	05/17/2002	05/17/2007	3170	190.2		3360.2	\$270.00	\$2,793.07	\$2,793.07	\$0.00	\$2,802.17	(9.10)	\$3,063.07	(270.00)
358	6SD71320		m Worthing SD	57077	05/21/2002	05/21/2005	5519	331.14		5850,14	\$270.00	\$4,958,97	\$4,958.97	\$0.00	\$4,973.15	(14.18)	\$5,228.97	(270.00)
359	6SD71369		dt Redfield SD	57469	05/21/2002	05/21/2005	3170	190.2		3360.2	\$270.00	\$2,733.41	\$2,733.41	\$0.00	\$2,747.60	(14.19)	\$3,003.41	(270.00)
360	6SD71429	5 YEAR	Selby SD	57472	06/13/2000	06/13/2005	3170	190.2		3360.2	\$270.00	\$1,572.63	\$1,572,63	\$0.00	\$1,685.69	(113.06)	\$1,842.63	(270.00)
361	6SD71685	3 YEAR	Gettysburg SD	57442	04/01/2000	04/01/2003	5519	331.14		5850.14	\$270.00	\$1,027.36	\$1,027.36	\$0.00	\$1,233.89	(206.53)	\$1,297.36	(270.00)
362	6SD71718		dt Mobridge SD	57601	05/21/2002	05/21/2007	3170	190.2		3360.2	\$270.00	\$2,800.01	\$2,800.01	\$0.00	\$2,808.53	(8.52)	\$3,070.01	(270.00)
363	6SD71733	10 YEAR	St. Lawrence SD	57373	03/10/1999	03/10/2009	3170	190.2		3360.2	\$270.00	\$1,836.45	\$1,836.45	\$0.00	\$1,927.04	(90.59)	\$2,106.45	(270.00) (270.00)
364 365	6SD71902 6SD72025	5Y Assoc	Fort Pierre SD m Milbank SD	57532 57252	07/17/2000 05/22/2002	07/17/2005 05/22/2005	3170 5519	190.2 331.14		3360.2 5850.14	\$270.00 \$270.00	\$1,631.66 \$4,964.00	\$1,631.66 \$4,964.00	\$0.00 \$0.00	\$1,739.69 \$4,977.94	(108.03) (13.94)	\$1,901.66 \$5,234.00	(270.00)
366	6SD72525	10 YEAR	Presho SD	57568	04/01/1999	04/01/2009	3170	190.2		3360.2	\$270.00	\$1,855.54	\$1,855.54	\$0.00	\$1,944.50	(88.96)	\$2,125.54	(270.00)
367	6SD72579	5 Year Resi		57564	05/22/2002	05/22/2007	3170	190.2		3360.2	\$270.00	\$2,801.75	\$2,801.75	\$0.00	\$2,810,11	(8.36)	\$3,071.75	(270.00)
368	6SD72639	5 Year Resi		57472	05/22/2002	05/22/2007	3170	190.2		3360.2	\$270.00	\$2,801.75	\$2,801.75	\$0.00	\$2,810.11	(8.36)	\$3,071.75	(270.00)
369	6SD72670		dt Montrose SD	57048	05/24/2002	05/24/2007	3170	190.2		3360.2	\$270.00	\$2,805.22	\$2,805.22	\$0.00	\$2,813,29	(8.07)	\$3,075.22	(270.00)
370	6SD72732	3 Year Com	m Madison SD	57042	05/28/2002	05/28/2005	5519	331.14		5850.14	\$270.00	\$4,994.21	\$4,994.21	\$0.00	\$5,006.68	(12.47)	\$5,264.21	(270.00)
371	6SD73406	5 YEAR	Aberdeen SD	57401	04/24/2000	04/24/2005	3170	190.2		3360.2	\$270.00	\$1,485.83	\$1,485.83	\$0.00	\$1,606.28	(120.45)	\$1,755.83	(270.00)
372	6SD74359	5Y Assoc	Olivet SD	57052	10/13/1999	10/13/2004	3170	190.2		3360.2	\$270.00	\$1,150.00	\$1,150.00	\$0.00	\$1,299.05	(149.05)	\$1,420.00	(270.00)
373	6SD74547	7 YEAR	Viborg SD	57070	09/27/1999	09/27/2006	3170	190.2		3360.2	\$270.00	\$1,629.77	\$1,629.77	\$0.00	\$1,737.96	(108.19)	\$1,899.77	(270.00)
374	6SD74920	10 YEAR	Bowdle SD	57428	04/21/1999	04/21/2009	3170	190.2		3360.2	\$270.00	\$1,872.90	\$1,872.90	\$0.00	\$1,960.38	(87.48)	\$2,142.90	(270.00)
375	6SD75836 6SD75838	5Y Assoc	Leola SD	57456	09/14/1999	09/14/2004	3170	190.2		3360.2	\$270.00	\$1,099.68	\$1,099.68	\$0.00	\$1,253.02	(153.34)	\$1,369.68	(270.00)
376 377	6SD76646	5Y Assoc	Groton SD m Madison SD	57445 57042	01/23/1998 05/29/2002	01/23/2003 05/29/2005	3170 5519	190.2 331.14		3360. <u>2</u> 5850.14	\$270.00 \$270.00	\$58.81 \$4,999.25	\$58.81 \$4,999.25	\$0.00 \$0.00	\$300.80 \$5,011.47	(241.99) (12.22)	\$328.81 \$5,269.25	(270.00) (270.00)
378	6SD76716	5 YEAR	Rapid City SD	57701	10/26/1999	10/26/2004	3170	190,2		3360.2	\$270.00	\$1,172.55	\$1,172.55	\$0.00	\$1,319.69	(147.14)	\$1,442.55	(270.00)
379	6SD76961		di Black Hawk	57718	06/28/2002	06/28/2007	3170	190.2		3360.2	\$270.00	\$2,865.98	\$2,865.98	\$0.00	\$2,868.88	(2.90)	\$3,135.98	(270.00)
380	6SD77002	5 YEAR	Alpena SD	57312	06/15/2000	06/15/2005	3170	190.2		3360.2	\$270.00	\$1,576.10	\$1,576.10	\$0.00	\$1,688.87	(112.77)	\$1,846.10	(270.00)
381	6SD77266	7 YEAR	Winner SD.	57580	12/20/1999	12/20/2006	3170	190.2		3360.2	\$270.00	\$1,733.91	\$1,733.91	\$0.00	\$1,833.23	(99.32)	\$2,003.91	(270.00)
382	6SD77821	5 YEAR	Highmore SD	57345	03/12/2000	03/12/2005	3170	190.2		3360.2	\$270.00	\$1,411.18	\$1,411.18	\$0.00	\$1,537.99	(126.81)	\$1,681.18	(270.00)
383	6SD79876	7 YEAR	Milbank SD	57252	01/10/2000	01/10/2007	3170	190.2		3360.2	\$270.00	\$1,759.94	\$1,759.94	\$0.00	\$1,857.05	(97.11)	\$2,029.94	(270.00)
384	6SD80000 6SD80659	3 YEAR	Ipswich SD	57451	10/25/1999	10/25/2002	5519	331.14		5850.14	\$270.00	\$230.55	\$230.55	\$0.00	\$476.06	(245.51)	\$500.55	(270.00)
385 386	6SD80883	10 YEAR 5Y Assoc	MILLER SD	57362 57382	03/11/1999 01/20/2000	03/11/2009 01/20/2005	3170 3170	190.2 190.2		3360.2 ⁻ 3360.2	\$270.00 \$270.00	\$1,837.32	\$1,837.32	\$0.00	\$1,927.83	(90.51)	\$2,107.32	(270,00)
387	6SD80952	7 YEAR	Wessington Spring Henry SD	57243	12/18/1999	12/18/2006	3170	190.2		3360.2	\$270.00	\$1,321.77 \$1,731.43	\$1,321.77 \$1,731.43	\$0.00 \$0.00	\$1,456.20 \$1,830.96	(134.43) (99.53)	\$1,591.77 \$2,001.43	(270.00) (270.00)
388	6SD81404	5Y Assoc	Leoia SD	57456	09/14/1999	09/14/2004	3170	190.2		3360.2	\$270.00	\$1,099.68	\$1,751.45	\$0.00	\$1,253.02	(153.34)	\$1,369.68	(270.00)
389	6SD82323	5 YEAR	Wessington SD	57381	07/16/2000	07/16/2005	3170	190,2		3360.2	\$270.00	\$1,629.92	\$1,629.92	\$0.00	\$1,738.10	(108.18)	\$1,899.92	(270,00)
390	6SD82942	7 YEAR	Gann Valley SD	57341	06/11/2000	06/11/2007	3170	190,2		3360.2	\$270.00	\$1,949.25	\$1,949.25	\$0.00	\$2,030.23	(80.98)	\$2,219.25	(270.00)
391	6SD83157	5Y Assoc	Highmore SD	57345	09/16/1999	09/16/2004	3170	190.2		3360.2	\$270.00	\$1,103.15	\$1,103.15	\$0.00	\$1,256.20	(153.05)	\$1,373.15	(270.00)
392	6SD84303	7 YEAR	Sioux Falls SD	57106	12/14/1999	12/14/2006	3170	190.2		3360.2	\$270.00	\$1,726.47	\$1,726.47	\$0.00	\$1,826.43	(99.96)	\$1,996.47	(270.00)
393	6SD84424	3 YEAR	Wentworth	57075	04/04/2000	04/04/2003	5519	331.14		5850.14	\$270.00	\$1,042.48	\$1,042.48	\$0.00	\$1,248.27	(205.79)	\$1,312.48	(270.00)
394	6SD84702 6SD84812	10 YEAR	Aberdeen SD	57401	12/08/1998	12/08/2008	3170	190.2		3360.2	\$270.00	\$1,756.62	\$1,756.62	. \$0.00	\$1,854.00	(97.38)	\$2,026.62	(270.00)
395 396	6SD84812 6SD84895	3 YEAR 7 YEAR	Gettysburg SD Woonsocket SD	57442 57385	07/08/2000 10/26/1999	07/08/2003 10/26/2006	5519 3170	331.14		5850.14 3360.2	\$270.00	\$1,521.30	\$1,521.30	\$0.00	\$1,703.66	(182.36)	\$1,791.30	(270.00)
397	6SD85261	5Y Assoc	Groton SD	57445	03/16/2000	03/16/2005	3170	190.2 190.2		3360.2	\$270.00 \$270.00	\$1,665.72 \$1,418.13	\$1,665.72 \$1,418.13	\$0.00 \$0.00	\$1,770.85	(105.13)	\$1,935.72	(270.00)
398	6SD85627	5 YEAR	Pierre SD	57501	07/19/2000	07/17/2005	3170	190.2		3360.2	\$270.00	\$1,633.74	\$1,416.13 \$1,633.74	\$0.00	\$1,544.34 \$1,741.59	(126.21) (107.85)	\$1,688.13 \$1,903,74	(270.00) (270.00)
399	6SD85664	5 YEAR	White Horse SD	57661	07/07/2000	07/07/2005	3170	190.2		3360.2	\$270.00	\$1,614.30	\$1,614.30	\$0.00	\$1,723.81	(109.51)	\$1,884.30	(270.00)
400	6SD86116	7 YEAR	Blunt SD	57522	07/20/1999	07/20/2006	3170	190.2		3360.2	\$270.00	\$1,544.23	\$1,514.23	\$0.00	\$1,659.71	(115.48)	\$1,804.33	(270.00)
401	6SD87365	5Y Assoc	Raymond SD	57258	02/22/2000	02/22/2005	3170	190.2		3360.2	\$270.00	\$1,379.03	\$1,379.03	\$0.00	\$1,508.58	(129.55)	\$1,649.03	(270.00)
402	6SD89115	5Y Assoc	Woonsocket SD	57385	01/13/2000	01/13/2005	3170	190.2		3360.2	\$270.00	\$1,309.63	\$1,309.63	\$0.00	\$1,445.08	(135.45)	\$1,579.63	(270.00)
403	6SD89409	10 YEAR	Eureka SD	57437	09/10/1998	09/10/2008	3170	190.2		3360.2	\$270.00	\$1,679.38	\$1,679.38	50.00	\$1,783.35	(103.97)	\$1,949.38	(270.00)
404	6SD89683	7 YEAR	Wolsey SD	57384	01/20/2000	01/20/2007	3170	190.2		3360.2	\$270.00	\$1,772.34	\$1,772.34	\$0.00	\$1,868,39	(96.05)	\$2,042.34	(270.00)
405 406	6SD89962 6SD91297	5Y Assoc 5 YEAR	Miller SD Waubay SD	57362 57273	01/20/2000	01/20/2005	3170 3170	190.2		3360.2 3360.2	\$270.00 \$270.00	\$1,321.77	\$1,321.77	\$0.00	\$1,456,20	(134.43)	\$1,591.77	(270.00)
407	6SD91237	3 YEAR	Faulkton SD	57438	10/29/1999	10/29/2005	3170 5519	190,2 331,14		3360.2 5850.14	\$270.00 \$270.00	\$1,494.51 \$250.69	\$1,494.51 \$250.69	\$0.00 \$0.00	\$1,614.22 \$495.22	(119.71) (244.53)	\$1,764.51 \$520.69	(270.00) (270.00)
408	6SD92549	5 YEAR	Sloux Falls SD	57103	11/19/1997	11/19/2002	3170	190.2		3360.2	\$270.00	\$197.57	-\$54.03	\$251,60	\$495.22 \$197.57	0.00	\$215.97	(18,40)
				· · · · -							-	4.551			4107.07	5.55 ff	ψ <u>ε</u> (0.3)	(10,70/

417 6SD98586 5Y Assoc Reva SD 57651 07/19/2000 07/19/2005 3170 190.2 3360.2 \$270.00 \$1,635.13 \$1,635.13 \$0.00 \$1,742.86 (107.73) \$1,905.13 (270.0	A/1	В	С	D	E	F	G	н	1	J	κ	L	M	N	0	Р	Q	R _
2 Accountif Plan City State Zipcode K Date Exp Date Amt Rec'd Sales Tax Total Cost Unearmed (Plan 65D9383 10 YEAR Hoven SD 57450 11/26/1938 11/26/2008 3170 190.2 3380.2 \$270.00 \$1,745.33 \$0.00 \$1,745.33 \$0.00 \$1,843.68 \$(98.39) \$2,015.33 \$(270) \$1,000 \$1																		
2 Accountly Plan City State																		
409 85D93383 10 YEAR Hoven SD 57450 11/26/1989 11/26/2009 3170 190.2 3360.2 \$270.00 \$1,745.33 \$1,745.33 \$0.00 \$1,843.88 (98.35) \$2,016.33 \$2016.33	_				 .					-								
410 6SD94905 5Y Assoc Warblee SD 57577 05/18/200 05/18/2005 3170 190.2 3380.2 \$270.00 \$1,527.50 \$0.00 \$1,527.50 \$0.00 \$1,640.40 (116.90) \$1,797.50 (270.411 6SD94905 5Y Assoc Reva SD 57641 05/19/2005 3170 190.2 3380.2 \$270.00 \$1,527.50 \$0.00 \$1,640.40 (116.90) \$1,797.50 (270.411 6SD94905 5Y Assoc Reva SD 57640 6GD94906 05/18/2006 3170 190.2 3380.2 \$270.00 \$1,412.92 \$0.00 \$1,682.40 \$1,412.92 \$0.00 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.40 \$1,682.50 \$1,682.80 \$1,682.	2			•	•		•									2.		- 41
411 6SD94905 57 Assoc Rosco SD 57471 03267200 032687205 3170 190.2 3360.2 \$270.00 \$1,435.49 \$0.00 \$1,650.22 (124.73) \$1,705.49 (270.43) \$1,205.20	**-											. ,	13		,			
## SD95147 10 YEAR Mellette SD												• .,	H .			' 4		
413 55D95877 5 YEAR Custer SD 57730 03/13/2000 03/13/2005 3170 190.2 3360.2 \$270.00 \$1,412.92 \$0.00 \$1,585.58 \$102.55 \$(104.03) \$1,685.92 \$(270.14) \$1,685.95 \$1,786.75 \$1,786.75 \$1,786.94 \$1,975.45 \$1,270.00 \$1,270.0												4 .1	1					, ,,,
414 65D96102 10 YEAR Rosco SD 57471 09/09/1998 09/09/2008 3170 190.2 3360.2 \$270.0 \$1,678.52 \$0.00 \$1,678.52 \$0.00 \$1,678.52 \$1,678.52 \$0.00 \$1,698.52 \$1,678.52 \$0.00 \$1,698.53 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.73 \$1,608.90 \$1,608.09													H			, ,		, 1
415 6SD96362 7 YEAR Kennebec SD 57544 09/01/1999 09/01/2006 3170 190.2 3360.2 \$270.00 \$1,597.54 \$1,597.54 \$0.00 \$1,708.47 (110.93) \$1,867.54 (270.04) \$1,655.65 \$1,708.47 (110.93) \$1,867.54 (170.73) \$1,905.13 (270.04) \$1,655.65 \$1,708.47 (110.93) \$1,867.54 (170.73) \$1,905.13 (270.04) \$1,655.13 \$0.00 \$1,655.13 \$1,655.13 \$0.00 \$1,655.13 \$1,655.13 \$0.00 \$1,655.13 \$1,655.1													41			` 1		
416 6SD97658 5 YEAR White River SD 57579 07/19/2000 07/19/2005 3170 190.2 3360.2 \$270.00 \$1,635.13 \$0.00 \$1,742.86 (107.73) \$1,905.13 (270.14) \$1,605.98586 57 Assoc Reva SD 57651 07/19/2005 3170 190.2 3360.2 \$270.00 \$1,635.13 \$0.00 \$1,742.86 (107.73) \$1,905.13 (270.14) \$1,805.98586 57 Assoc Reva SD 57651 07/19/2005 3170 190.2 3360.2 \$270.00 \$1,635.13 \$0.00 \$1,742.86 (107.73) \$1,905.13 (270.14) \$1,805.98580 \$1.805.98 \$1.805.99 \$1.805													н					
417 6SD98586 57 Assoc Reva SD 57651 07/19/2000 07/19/2005 3170 190.2 3360.2 \$270.00 \$1,635.13 \$0.00 \$1,742.86 (107.73) \$1,905.13 (270.1418 6SD98820 10 YEAR Miller SD 57362 02/22/1998 02/22/2008 3170 190.2 3360.2 \$270.00 \$1,505.45 \$0.00 \$1,635.13 \$0.00 \$1,635.13 \$0.00 \$1,635.13 \$1,505.45 \$0.00 \$1,635.13 \$1,505.45 \$0.00 \$1,635.13 \$1,505.45 \$0.00 \$1,635.13 \$1,505.45 \$0.00 \$1,635.13 \$1,505.45 \$0.00 \$1,635.13 \$1,505.45 \$0.00 \$1,635.13 \$1,505.45 \$1													11					
418 6SD98820 10 YEAR Miller SD 57362 02/22/1998 02/22/2008 3170 190.2 3360.2 \$270.00 \$1,505.45 \$0.00 \$1,505.45 \$0.00 \$1,624.22 (118.77) \$1,775.45 (270.00 \$1,505.45 \$1													H	1				(270.00)
419													SI			` '9		(270.00)
Aberdeen Finance Corp		6SD98820	10 YEAR	Miller SD	57362	02/22/1998	02/22/2008						\$1,505.45	\$0.00	\$1,624.22	(118.77)	\$1,775.45	(270.00)
Aberdeen Finance Corp								1517066.94	91024.01	1608090	.95	\$814,272.42	H			1		- 1
422 423 424 425 426 427 428 429 429 420 420 421 421 421 422 423 424 425 426 427 428 429 429 429 430 429 430 431 432													ľ	ł		1		
423										Abero	een Finance Cor	5748,391.63	Į}	1	ļ			- 1
425 426 427 428 428 429 430 430 431 432																1		í í
425 426											Bond Amoun	\$65,880.79	i	-		}}		Į.
426 \$1,517,066.94 \$91,024.01 \$1,608,090.95 \$112,320.00 \$815,302.37 \$811,737.47 \$3,564.90 \$856,646.69 (40,344.32) \$924,075.58 (108,773.2 428 Aberdeen Finance Corp 429 430 Bond Amount 431 432																		
427 428 Aberdeen Finance Corp \$748,391.63 \$748,391.63 \$748,391.63 430 Bond Amount \$63,345.84 \$107,255.06 \$175,683.95 431 432																		
428 Aberdeen Finance Corp \$748,391.63 \$748,391.63 \$748,391.63 429 430 Bond Amount 431 432								\$1,517,066.94	\$91,024.01	\$1,608,090	.95 \$112,320.0	\$815,302.37	\$811,737.47	\$3,564.90	\$855,646.69	(40,344.32)	\$924,075.58	(108,773.21)
429 430 Bond Amount \$63,345.84 \$107,255.06 \$175,683.95 431 432														1		j j		1
430 Bond Amount \$63,345.84 \$107,255.06 \$176,683.95 431 432											Aberde	en Finance Corp	\$748,391.63		\$748,391.63	1	\$748,391,63	- 1
431 432												1	1	i	•	į		1
432												Bond Amount	\$63,345.84	1	\$107,255.06]	\$175,683,95	l l
																11		ĭ
433 Date/Time used (hardcoded) 07/17/2002 14:19												İ	[ļ		11		j)
	433								Date/Time us	ed (hardcode:	d) 07/17/2002 1	4:19		į		1		1

•



Capitol Office Telephone (605)773-3201 FAX (605)773-3809

Transportation/ Warehouse Division Telephone (605)773-5280 FAX (605)773-3225

> Consumer Hotline 1-800-332-1782

Relay South Dakota 1-800-877-1113

Internet Website

Jim Burg Chairman Pam Nelson Vice-Chairman Bob Sahr Commissioner

Debra Elofson Executive Director

Harlan Rest Martin C. Bettmann Sue Cichos Karen E. Cremer Tina Douglas Christopher W. Downs Terry Emerson Michele M. Farris Marlette Fischbach Heather K. Forney Kelly D. Frazier Mary Giddings **Tom Graham** Mary A. Healy Lisa Hull Dave Jacobson Amy Kayser **Bob Knadle** Delaine Kolbo Gregory A. Rislov Keith Senger John Smith Rolayne Ailts Wiest

South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

VIA FAX and US MAIL

August 22, 2002

Les Sumption, General Manager S&S Communications 125 Railroad Ave. S.E. Aberdeen, SD 57401

RE: S&S Communications Bond Filing

Dear Mr. Sumption:

In addition to the information requested in Staff's initial data request dated August 15, 2002, please provide the following information:

- 2-1. Please add a column to the spreadsheet (spreadsheet requested in item 31 of Staff's August 15, 2002 data request) indicating whether the customer paid S&S directly or financed the contract through Aberdeen Finance Corporation.
- 2-2. Have any of S&S's South Dakota prepaid long distance customers paid a portion of the contract directly to S&S and financed the remaining balance though Aberdeen Finance Corporation? If so please identify those customers and breakdown the amounts.
- 2-3. Please provide a letter from Aberdeen Finance Corporation answering the following questions:
 - a) Does the amount financed (customer's original loan principal balance) through Aberdeen Finance Corporation by S&S's South Dakota prepaid long distance customers agree to the contract amount (tariff rate) between S&S and the customers?
 - b) Does the term of finance agreements between Aberdeen Finance Corporation and S&S's prepaid long distance customers agree to the term of the prepaid long distance contracts between S&S and the prepaid long distance customers? If no, please explain how they differ.
 - c) Do the finance agreements between Aberdeen Finance Corporation and S&S's prepaid long distance customers call for equal monthly installment payment by the customer?



- d) Does the \$748,391.63 reported by Aberdeen Finance Corporation on July 17, 2002, represent customer contracts other than **South Dakota** customer contracts?
- e) Does the \$748,391.63 reported by Aberdeen Finance Corporation on July 17, 2002, represent anything other than the principal balance owed to Aberdeen Finance Corporation by S&S's South Dakota prepaid long distance customers? If yes, please provide a principal and interest (and any other) breakdown of the \$748,391.63 for S&S's South Dakota customers.

Please provide the above requested information with the information requested in my previous data request dated August 15, 2002.

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us.

Sincerely,

Keith Senger, Utility Analyst

cc: John Burke



Capitol Office Telephone (605)773-3201 FAX (605)773-3809

Transportation/ Warehouse Division Telephone (605)773-5280 FAX (605)773-3225

> Consumer Hotline 1-800-332-1782

TTY Through Relay South Dakota 1-800-877-1113

Internet Website www.state.sd.us/puc

> Jim Burg Chairman Pam Nelson Vice-Chairman Bob Sahr Commissioner

Debra Elofson Executive Director

Harlan Rest Martin C. Bettmann Karen E. Cremer Tina Douglas Christopher W. Downs Terry Emerson Michele M. Farris Marlette Fischbach Heather K. Forney Kelly D. Frazier **Mary Giddings Tom Graham** Mary A. Healy Terri Iverson Lisa Hull Dave Jacobson Amy Kayser **Bob Knadle** Delaine Kolbo Gregory A. Rislov Keith Senger John Smith Rolayne Ailts Wiest

South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

VIA FAX and US MAIL

September 9, 2002

Les Sumption, General Manager S&S Communications 125 Railroad Ave. S.E. Aberdeen, SD 57401

RE: S&S Communications Bond Filing

Dear Mr. Sumption:

According to Commission Order dated December 21, 2000, (TC00-114) S&S 's certificate of authority is subject to "S&S reporting to the Commission the current level of prepaid customers and updating its bond **every** six months to provide 100% coverage of the prepaid amounts not covered under the [Aberdeen Finance Corporation] collateral agreement" [emphases added]. Accordingly, on July 22, 2002, S&S filed the required customer information and submitted a \$75,000 bond. However, S&S fell out of compliance with this order by failing to meet the reporting and bonding requirements due on December 21, 2001, and June 21, 2002. On July 22, 2002, S&S filed customer information which indicated S&S required a bond of \$65,880.79.

After finding several variances with the information and having numerous telephone conversations with S&S and its attorney, Mr. Burke, Staff believes the correct bond requirement is well above the amount indicated by S&S's filing. In an attempt to clarify the issues, Staff sent S&S a data request on August 15, 2002. Staff feels that S&S is not in compliance with the Commission order and time is of the essence; therefore, I requested S&S reply to the data request by August 23, 2002. On August 22, 2002, I submitted a second data request.

On September 3, 2002, S&S submitted a reply to all but three of the requested items. In follow up please provide:

- 3-1. Customer information as requested in items 31c (first data request).
- 3-2. S&S's financial statements as requested in item 34 (first data request).
- 3-3. Financed vs. direct payment information as requested in item 2-1 (second data request).

Additionally S&S's reply to question 32 of Staff's first data request indicates that the amount is discounted. However the specifics were not supplied as requested.

- 3-4. Please provide the discount percentage and how the discount is calculated.
- 3-5. The reply also indicated this discounted amount is a form of "partial security in the event of breach of the subscriber." Does S&S receive this discounted amount



back from AFC once the customer has paid off the finance agreement or does AFC retain the amount is case of breach from other customers?

3-6. Does this discounted amount make up the "capital reserve account" with AFC as referenced in Donald W. Niles letter to me dated September 8, 2000?

Please submit this information by **September 11, 2002**. If S&S is unwilling or unable to provide this information, please indicate why.

Based on the information that was received from S&S on September 3, 2002, Staff has determined that it is inappropriate to subtract the \$270 from the unearned revenue calculation because the average customer would not be able to recover the \$270. Staff also believes that it is inappropriate to continue to calculate the bond amount by using the amount reported by AFC on July 17, 2002. Continuing to do so would incorrectly reduce the required bond amount to amounts below 100% coverage. An accurate calculation could be made based on actual non-financed customers. However, Staff is unable to calculate the correct amount because Staff does not have a breakdown of AFC financed and non-financed customers as requested in item 2-1 of Staff's data request. Finally, Staff believes that the mismatch between the term of the services agreement and the term of the finance agreement leaves AFC financed customers "at risk" for the difference of the mismatch. Thus, the bond should be increased by the amount "at risk" due to the term mismatch. Staff is unable to calculate this amount because it does not have adequate information.

Please provide the following:

- 3-7. Please devise a method of determining the "at risk" portion and submit the information (including the calculation and "at risk" amount).
- 3-8. Please submit a bond providing "100% coverage of the prepaid amounts not covered under the collateral agreement." This amount should be calculated by totaling the unearned revenue for each non-financed customer and the term mismatch amount for each AFC financed customer. Do not exclude the \$270 in equipment charges for any customer.

Please submit this information (and bond) by **September 16, 2002**. If S&S is unwilling or unable to provide this information, please indicate why. If S&S is unable to recalculate the new bond requirement by this deadline, Staff will allow S&S to submit a \$200,000 surety bond until the correct amount can be determined. If the bond is not received by September 16, 2002, Staff will submit a petition before the Commission requesting the Commission to either compel S&S to submit the bond or request that S&S's Certificate of Authority be revoked.

Submission of the bond does not relieve S&S from providing any of the requested information, it does not relieve S&S from filing the correct bond amount once the correct coverage is determined, it does not prevent Commission Staff from verifying any of the information submitted by S&S, and it does not prevent Staff from filing with the Commission at a later date should Staff and S&S not agree on the correct bond amount.

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us.

Sincerely,

Keith Senger, Utility Analyst

cc: John Burke



South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

VIA FAX and US MAIL

September XX, 2002

Les Sumption, General Manager S&S Communications 125 Railroad Ave. S.E. Aberdeen, SD 57401

RE: S&S Communications Bond Filing

Dear Mr. Sumption:

I would like to thank you for sending the \$125,000 Irrevocable Standby Letter of Credit issued by Aberdeen Finance Corporation on September 11, 2002, (received September 13, 2002). Although the Commission Order granting authority to S&S requires a bond, Staff will temporarily accept this Irrevocable Standby Letter of Credit as a good faith effort toward complying with S&S's reporting and bond requirements. Thus, Staff will hold off filing a petition of noncompliance with the Commission. However, ultimately it will be the Commission's decision, not Staff's, whether or not to accept this security instead of a bond. Additionally, Staff needs your continued cooperation, timely responses and access to additional information in order to assess S&S's bond filing and to determine the appropriate bond amount. In the end, if Staff and S&S should disagree on the final bond amount, Staff would be obligated to file a noncompliance petition before the Commission.

In data requests 1-31(c) and 3-1, Staff requested that S&S provide individual customer information. Staff requested this information in order to do some spot verification of the information that S&S has provided. However, in reply to data request 3-1, S&S objected to providing the individual customer information.

- 4-1. Please explain why S&S objects to providing this information.
- 4-2. Is S&S willing to work with Staff in order to provide Staff with a reasonable amount of information enabling spot verification?

It is my understanding from discussion with your attorney, Mr. Burke, that S&S is reluctant to provide the direct payment vs. financed information (Staff data requests 2-1 and 3-3) and to calculate the "at risk" portion of the financed customers (Staff data request 3-7). I am requesting this information because I feel it is information that will be needed to calculate the bond amount. After learning additional information about the amount reported by Aberdeen Finance Corporation (AFC), the customer loan payments to AFC, and the correlation

Capitol Office Telephone (605)773-3201 FAX (605)773-3809

Transportation/ Warehouse Division Telephone (605)773-5280 FAX (605)773-3225

> Consumer Hotline 1-800-332-1782

TTY Through Relay South Dakota 1-800-877-1113

Internet Website www.state.sd.us/puc

> Jim Burg Chairman Pam Nelson Vice-Chairman Bob Sahr Commissioner

Debra Elofson Executive Director

Harlan Best Martin C. Bettmann Karen E. Cremer Tina Douglas Christopher W. Downs Terry Emerson Michele M. Farris Marlette Fischbach Heather K. Forney Kelly D. Frazier **Mary Giddings** Tom Graham Mary A. Healy Terri Iverson Lisa Hull Dave Jacobson Amy Kayser **Bob Knadle** Delaine Kolbo Fregory A. Rislov Keith Senger John Smith Rolayne Ailts Wiest



between term of the customer loans and the term of the service contract, Staff believes that the previous method of calculating the bond requirement is flawed and fails to provide the required 100% bonding. First the amount report by AFC is the principal amount that loan customers owe AFC. By nature, this amount does not reflect unearned revenue of S&S because of the principal and interest variation of a fixed payment loan schedule. Second, the term of the loan agreements for an undetermined number of loans does not agree to the term of the service agreements.

To help better understand, I have attached a schedule (Attachment DR4-A) comparing the principal amount (amount that would be reported by AFC) to the unearned revenue amount for a single customer under a 3-Year Commercial Plan that was financed through AFC. (Assumptions: origination date for both loan and service contract of 1/1/02 and a fictitious loan interest rate of 10%.) Given the assumptions, the amount reported by AFC exceeds the unearned revenue recorded by S&S for that customer. Thus, the amount reported by AFC would. by nature, cause the bond to be understated. To further demonstrate I have attached another schedule (Attachment DR4-B) which calculates the bond requirement using the previously used method. In this calculation I used two customers, one who has financed and one who has paid direct. Both these customers have the exact same plan with the same origination date as used in attachment DR4-A. The principal balance and unearned revenue balance as calculated in attachment DR4-A illustrates that S&S would be under bonded by \$191.47 on 5/01/02 for this example. This stands true for every customer who has financed through AFC whose loan term and service contract term agree or are at lease similar.

To complicate the matter even further, Staff has learned that the terms of service agreements do not always agree to the terms of the loan agreements. The collateral agreement between S&S and AFC (and the Commission) relieves customers of any future obligation to pay AFC for services S&S fails to provide. Should S&S be unable to provide service for any reason, AFC would discontinue collecting from customers and would look to S&S's assets. In reality this agreement only covers the amount the customers still owe to AFC. In the case where the term of the loan is less than the term of the service agreement, the principal amount paid to AFC is in excess of S&S's unearned revenue and is not covered under the collateral agreement and is "at risk". Staff feels that this "at risk" amount should be covered by the bond in order to comply with the 100% bonding requirement.

To better illustrate, I have prepared a schedule (Attachment DR4-C) comparing the principal balance of a 4-year loan term and the unearned revenue for a 5 year association plan which received an additional year of service added as a promotion (6-year plan). This schedule illustrates that the difference between the principal balance and the unearned revenue escalates until the loan is paid off and then decreases until it reaches zero at the end of the term of the service contract.

These examples clearly illustrate that it is inappropriate to use the previously used method in calculating the bond requirement because the loan principal balances as reported by AFC do not agree with the unearned revenue balances

of S&S. A more appropriate method would be to calculate the unearned revenue of the individual direct payment customers **plus** the "at risk" amount of the individual financed customers. However, in order to do this, Staff needs a breakdown of all customers who paid direct versus those who financed and needs S&S to develop a method to calculate the "at risk" portion for those customers who have financed with AFC.

Staff believes that the easiest method of calculating the "at risk" amount is to record the AFC principal balance for each individual customer who has financed through AFC. Staff can then calculate the "at risk" portion by subtracting the difference between S&S's calculated unearned revenue and the customer principal balance owed to AFC for each individual customer. If the balance of the unearned revenue exceeds the principal balance (as in Attachment DR4-C) the difference will be included in the bond calculation. If the principal balance exceeds the unearned revenue, then the difference will be excluded from the bond calculation. To clarify the information that Staff needs, I have prepared a schedule showing the sample calculation (Attachment DR4-D). The columns listed as "Direct vs. Financed" and "Principal Balance" is the further information needed by Staff.

Staff also believes that obtaining the customer principal balances should not be that difficult. If S&S's account numbers match AFC account numbers (or if they have identifying factors) then S&S could request and obtain a report from AFC listing the account balances sorted by account number. If the account numbers do not agree, then a sort by customer name could be used. These amounts could then be transferred to the spreadsheet that S&S previously provided to the Commission. To be consistent with the rest of the filing, the individual principal balances should be the principal balances as of July 17, 2002. If (and only if) AFC's systems are unable to calculate the principal for a previous date (July 17, 2002), then Staff would accept current date principal. However, in this case, Staff will need another letter from AFC reporting the new principal total and date when the individual balances and new total amount were calculated and S&S will need to include in their spreadsheet all new customer obtained to date. Additionally, Staff is willing to consider other methods of determining the "at risk" portion.

Given the fact that Staff needs the above requested information to determine the bond coverage amount, I renew my request for this information.

- 4-3. Please provide a breakdown of customer accounts who have paid S&S directly or financed through AFC. (see Attachment DR4-D, "direct vs. financed" column).
- 4-4. Please provide the July 13, 2002, principal balances owed to AFC for each individual customer who has financed the S&S service contract through AFC. (See Attachment DR4-D.) This amount will be used to calculate the "at risk" amount of the financed customers.
- 4-5. Please provide the date when S&S will provide its financial statements.

Since this information was originally requested on or before August 22, 2002, I believe S&S has already had adequate time to compile this information. However, in the sprit of good faith, I will give S&S until September 24, 2002. If this information is not received by September 24, 2002, Staff will be compelled to file a petition of noncompliance with the Commission.

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us.

Sincerely,

Keith Senger, Utility Analyst

cc: John Burke

CUSTOMER WITH 3 YEAR COMMERCIAL PLAN - ULIMITED MINUTES

Loan Schedule Unearned Revenue Schedule							
			ii ochedule			1	
Ori	g Balance	Orig Rate	Term (yrs)	Origination	1st PMT	Contract	
	\$5,519	10.00%	3	01/01/02	02/01/02	Origination	Termination
						01/01/02	01/01/05
					New Principal	Unearned	DIFFERENCE
Pmt#	Date	P&I Payment	Principal	Interest	Balance	Revenue	
	01/01/02		-	-	\$5,519.00	\$5,519.00	\$0.00
1	02/01/02	\$178.08	\$132.09	\$45.99	\$5,386.91	\$5,362.90	\$24.01
2	03/01/02	, \$178.08	\$133.19	\$44.89	\$5,253.72	\$5,221.90	\$31.82
3	04/01/02	\$178.08	\$134.30	\$43.78	\$5,119.42	\$5,065.80	\$53.62
4	05/01/02	\$178.08	\$135.42	\$42.66	\$4,984.00	\$4,914.73	\$69.27
5	06/01/02	\$178.08	\$136.55	\$41.53	\$4,847.45	\$4,758.63	\$88.82
6	07/01/02	\$178.08	\$137.68	\$40.40	\$4,709.77	\$4,607.56	\$102.21
7	08/01/02		\$138.83	\$39.25	\$4,570.94	\$4,451.46	\$119.48
8	09/01/02	\$178.08	\$139.99	\$38.09	\$4,430.95	\$4,295.35	\$135.60
9	10/01/02		\$141.16	\$36.92	\$4,289.79	\$4,144.29	\$145.50
10	11/01/02	•	\$142.33	\$35.75	\$4,147.46	\$3,988.18	\$159.28
11	12/01/02		\$143.52	\$34.56	\$4,003.94	\$3,837.11	\$166.83
12	01/01/03	•	\$144.71	\$33.37	\$3,859.23	\$3,681.01	\$178.22
13	02/01/03		\$145.92	\$32.16	\$3,713.31	\$3,524.91	\$188.40
14	03/01/03		\$147.14	\$30.94	\$3,566.17	\$3,383.91	\$182.26
15	04/01/03		\$148.36	\$29.72	\$3,417.81	\$3,227.81	\$190.00
16	05/01/03		\$149.60	\$28.48	\$3,268.21	\$3,076.74	\$191.47
17	06/01/03		\$150.84	\$27.24	\$3,117.37	\$2,920.64	\$196.73
18	07/01/03		\$152.10	\$25.98	\$2,965.27	\$2,769.57	\$195.70
19	08/01/03	· ·	\$153.37	\$24.71	\$2,811.90	\$2,613.47	\$198.43
20	09/01/03		\$154.65	\$23.43	\$2,657.25	\$2,457.36	\$199.89
21	10/01/03	•	\$155.94	\$22.14	\$2,501.31	\$2,306.30	\$195.01
22	11/01/03	•	\$157.24	\$20.84	\$2,344.07	\$2,150.19	\$193.88
23	12/01/03		\$158.55	\$19.53	\$2,185.52	\$1,999.13	\$186.39
24	01/01/04		\$159.87	\$18.21	\$2,025.65	\$1,843.02	\$182.63
25	02/01/04		\$161.20	\$16.88	\$1,864.45	\$1,686.92	\$177.53
26	03/01/04		\$162.54	\$15.54	\$1,701.91	\$1,540.89	\$161.02
27	04/01/04		\$163.90	\$14.18	\$1,538.01	\$1,384.79	\$153.22
28	05/01/04		\$165.26	\$12.82	\$1,372.75	\$1,233.72	\$139.03
29	06/01/04		\$166.64	\$11.44	\$1,206.11	\$1,077.61	\$128.50
30	07/01/04		\$168.03	\$10.05	\$1,038.08	\$926.55	\$111.53
31	08/01/04	•	\$169.43	\$8.65	\$868.65	\$770.44	\$98.21
32	09/01/04		\$170.84	\$7.24	\$697.81	\$614.34	\$83.47
33	10/01/04		\$172.26	\$5.82	\$525.55	\$463.27	\$62.28
34	11/01/04		\$173.70	\$4.38	\$351.85	\$307.17	\$44.68
35	12/01/04		\$175.15	\$2.93	\$176.70	\$156.10	\$20.60
36	01/01/05	\$178.08	\$176.61	\$1.47	\$0.09	\$0.00	\$0.09
		\$6,410.88	\$5,518.91	\$891.97			

BOND CALCULATION METHOD USING ABERDEEN FINANCE CORPORATION REPORTED PRINCIPAL

Account	# Plan	K Date	Exp Date	Amt Rec'd	Payment type	Date of Filing	Unearned Revenue	
1	3 Y Comm	01/01/2002	01/01/2005	\$5,519.00	Direct Payment	05/01/2003	\$3,076.74	
2	3 Y Comm	01/01/2002	01/01/2005	\$5,519.00	Financed Payment	05/01/2003	\$3,076.74	
					L	TOTAL ESS PRINCIPAL	\$6,153.48 \$3,268.21	from payment 16 - attachement DR4 -A
						BOND AMOUNT	\$2,885.27	
						=		

BOND COVERAGE NEEDED FOR THE DIRECT PAYMENT CUSTOMERS (using direct pay only)

							Unearned
Account	# Plan	K Date	Exp Date	Amt Rec'd	Payment type	Date of Filing	Revenue
1	3 Y Comm	01/01/2002	01/01/2005	\$5,519.00	Direct Payment	05/01/2003	\$3,076.74

DIFFERENCE - Under Bonded Amount (\$191.47)

CUSTOMER WITH 5 YEAR ASSOCIATION PLAN - 1350 MINUTES

With additioanal year added (promotion) - loan over 4 years

High additional year added (promotion) Total over 4 years							
		Loa	n Schedule			Unearned Reve	nue Schedule
Ori	g Balance	Orig Rate	Term (yrs)	Origination	1st PMT	Contract	
	\$3,675	10.00%	4	01/01/02	02/01/02	Origination	Termination
						01/01/02	01/01/08
					New Principal	Unearned	DIFFERENCE
Pmt#		P&I Payment	Principal	Interest	Balance	Revenue	
-	01/01/02		-	-	\$3,675.03	\$3,675.03	\$0.00
1	02/01/02	\$93.21	\$62.58	\$30.63	\$3,612.45	\$3,623.03	-\$10.58
2	03/01/02	\$93.21	\$63.11	\$30.10	\$3,549.34	\$3,576.07	•
3	04/01/02	\$93.21	\$63.63	\$29.58	\$3,485.71	\$3,524.07	-\$38.36
4	05/01/02	\$93.21	\$64.16	\$29.05	\$3,421.55	\$3,473.75	-\$52.20
5	06/01/02	\$93.21	\$64.70	\$28.51	\$3,356.85	\$3,421.75	-\$64.90
6	07/01/02	\$93.21	\$65.24	\$27.97	\$3,291.61	\$3,371.43	-\$79.82
7	08/01/02	\$93.21	\$65.78	\$27.43	\$3,225.83	\$3,319.44	-\$93.61
8	09/01/02	\$93.21	\$66.33	\$26.88	\$3,159.50	\$3,267.44	-\$107.94
9	10/01/02	\$93.21	\$66.88	\$26.33	\$3,092.62	\$3,217.12	-\$124.50
10	11/01/02	\$93.21	\$67.44	\$25.77	\$3,025.18	\$3,165.12	-\$139.94
11	12/01/02	\$93.21	\$68.00	\$25.21	\$2,957.18	\$3,114.80	-\$157.62
12	01/01/03	\$93.21	\$68.57	\$24.64	\$2,888.61	\$3,062.80	•
13	02/01/03	\$93.21	\$69.14	\$24.07	\$2,819.47	\$3,010.81	-\$191.34
14	03/01/03	\$93.21	\$69.71	\$23.50	\$2,749.76	\$2,963.84	-\$214.08
15	04/01/03	\$93.21	\$70.30	\$22.91	\$2,679.46	\$2,911.84	-\$232.38
16	05/01/03	\$93.21	\$70.88	\$22.33	\$2,608.58	\$2,861.52	-\$252.94
17	06/01/03	\$93.21	\$71.47	\$21.74	\$2,537.11	\$2,809.53	-\$272.42
18	07/01/03	\$93.21	\$72.07	\$21.14	\$2,465.04	\$2,759.21	-\$294.17
19	08/01/03	\$93.21	\$72.67	\$20.54	\$2,392.37	\$2,707 <i>.</i> 21	-\$314.84
20	09/01/03	\$93.21	\$73.27	\$19.94	\$2,319.10	\$2,655.21	-\$336.11
21	10/01/03	\$93.21	\$73.88	\$19.33	\$2,245.22	\$2,604.89	-\$359.67
22	11/01/03	\$93.21	\$74.50	\$18.71	\$2,170.72	\$2,552.90	-\$382.18
23	12/01/03	\$93.21	\$75.12	\$18.09	\$2,095.60	\$2,502.58	-\$406.98
24	01/01/04	\$93.21	\$75.75	\$17.46	\$2,019.85	\$2,450.58	-\$430.73
25	02/01/04	\$93.21	\$76.38	\$16.83	\$1,943.47	\$2,398.58	-\$455.11
26	03/01/04	\$93.21	\$77.01	\$16.20	\$1,866.46	\$2,349.94	-\$483.48
27	04/01/04	\$93.21	\$77.66	\$15.55	\$1,788.80	\$2,297.94	-\$509.14
28	05/01/04	\$93.21	\$78.30	\$14.91	\$1,710.50	\$2,247.62	-\$537.12
29	06/01/04	\$93.21	\$78.96	\$14.25	\$1,631.54	\$2,195.62	-\$564.08
30	07/01/04	\$93.21	\$79.61	\$13.60	\$1,551.93	\$2,145.31	-\$593.38
31	08/01/04	\$93.21	\$80.28	\$12.93	\$1,471.65	\$2,093.31	-\$621.66

-00	00/04/04	000.04	200 05	640.00	04 000 70	00.044.04	40-04
32	09/01/04	\$93.21	\$80.95	\$12.26	\$1,390.70	\$2,041.31	-\$650.61
33	10/01/04	\$93.21	\$81.62	\$11.59	\$1,309.08	\$1,990.99	-\$681.91
34	11/01/04	\$93.21	\$82.30	\$10.91	\$1,226.78	\$1,938.99	-\$712.21
35	12/01/04	\$93.21	\$82.99	\$10.22	\$1,143.79	\$1,888.67	-\$744.88
36	01/01/05	\$93.21	\$83.68	\$9.53	\$1,060.11	\$1,836.68	-\$776.57
37	02/01/05	\$93.21	\$84.38	\$8.83	\$975.73	\$1,784.68	-\$808.95
38	03/01/05	\$93.21	\$85.08	\$8.13	\$890.65	\$1,737.71	-\$847.06
39	04/01/05	\$93.21	\$85.79	\$7.42	\$804.86	\$1,685.72	-\$880.86
40	05/01/05	\$93.21	\$86.50	\$6.71	\$718.36	\$1,635.40	-\$917.04
41	06/01/05	\$93.21	\$87.22	\$5.99	\$631.14	\$1,583.40	-\$952.26
42	07/01/05	\$93.21	\$87.95	\$5.26	\$543.19	\$1,533.08	-\$989.89
43	08/01/05	\$93.21	\$88.68	\$4.53	\$454.51	\$1,481.08	-\$1,026.57
44	09/01/05	\$93.21	\$89.42	\$3.79	\$365.09	\$1,429.09	-\$1,064.00
45	10/01/05	\$93.21	\$90.17	\$3.04	\$274.92	\$1,378.77	-\$1,103.85
46	11/01/05	\$93.21	\$90.92	\$2.29	\$184.00	\$1,326.77	-\$1,142.77
47	12/01/05	\$93.21	\$91.68	\$1.53	\$92.32	\$1,276.45	-\$1,184.13
48	01/01/06	\$93.09	\$92.32	\$0.77	\$0.00	\$1,224.45	-\$1,224.45
49	02/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,172.45	-\$1,172.45
50	03/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,125.49	-\$1,125.49
51	04/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,073.49	-\$1,073.49
52	05/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,023.17	-\$1,023.17
53	06/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$971.17	-\$971.17
54	07/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$920.85	-\$920.85
55	08/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$868.86	-\$868.86
56	09/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$816.86	-\$816.86
57	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$766.54	-\$766.54
58	11/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$714.54	-\$714.54
59	12/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$664.22	-\$664.22
60	01/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$612.23	-\$612.23
61	02/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$560.23	-\$560.23
62	03/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$513.26	-\$513.26
63	04/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$461.27	-\$461.27
64	05/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$410.95	-\$410.95
65	06/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$358.95	-\$358.95
66	07/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$308.63	-\$308.63
67	08/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$256.63	-\$256.63
68	09/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$204.63	-\$204.63
69	10/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$154.31	-\$154.31
70	11/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$102.32	-\$102.32
71	12/01/07	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00	-\$52.00
72		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						1	

\$4,473.96 \$3,675.03 \$798.93

07/17/2002 14:19

Proposed Bond Calcualtion Method

Account#	Plan	City State	Zipcode	K Date	Exp Date	Amt Rec'd	Sales Tax	Total	Equipment Cost	Unearned (calculated)	Direct (D) vs. Financed (F)	Principal Balance (owed to AFC)	Difference between Principal & Unearned Revenue	Amount included in Bond Calculation
1	3 YEAR	Britton SD	57430	04/04/2000	04/04/2003	5519	331.14	5850.14	\$270.00	\$1,312.48	F	\$1,538.01	-\$225.53	n/a
2	5Y Assoc	Virgil SD	57379	06/26/2000	06/26/2005	3170	190.2	3360.2	\$270.00	\$1,865.20	F	\$1,676.44	\$188.76	\$188.76
3	5 YEAR	Huron SD	57350	08/03/2000	08/03/2005	3170	190.2	3360.2	\$270.00	\$1,931.17	D		n/a	\$1,931.17
4	10 YEAR	Dell Rapids S	57022	04/22/1999	04/22/2009	3170	190.2	3360.2	\$270.00	\$2,143.77	F	\$694.34	\$1,449.43	\$1,449.43
5	7 YEAR	Wessington S	57382	11/01/1999	11/01/2006	3170	190.2	3360.2	\$270.00	\$1,943.16	D		n/a	\$1,943.16
6	3 YEAR	Highmore SD	57345	04/01/2000	04/01/2003	5519	331.14	5850.14	\$270.00	\$1,297.36	D		n/a	\$1,297.36
7	5Y Assoc	Huron SD	57350	09/20/1999	09/20/2004	3170	190.2	3360.2	\$270.00	\$1,380.09	D		n/a	\$1,380.09
8	3 YEAR	Highmore SD	57345	04/01/2000	04/01/2003	5519	331.14	5850.14	\$270.00	\$1,297.36	F	\$1,538.01	-\$240.65	n/a
9	5Y Assoc	Huron SD	57350	09/20/1999	09/20/2004	3170	190.2	3360.2	\$270.00	\$1,380.09	F	\$1,058.27	\$321.82	\$321.82
10	7 YEAR	Rosco SD	57471	08/02/1999	08/02/2006	3170	190.2	3360.2	\$270.00	\$1,830.35	F	\$1,129.26	\$701.09	\$701.09
												т	OTAL BOND	\$9,212,88

RECEIVED

BARKER WILSON REYNOLDS & BURKE LAWYERS SEP - 3 2002 BURKE SOUTH DAKOTA PUBLIC X 9335 LAWYERS UTILITIES COMMISSIONED 57709-9335

KENNETH E. BARKER'

M._..AEL A. WILSON'

MICHAEL P. REYNOLDS"

IOHN W. BURKE"

JEFFERY D. COLLINS

www.courtroomcounselors.com

211 ZINNIA STREET P.O. Box 100 BELLE FOURCHE, SD 57717-0100 605.723.8000 ● FAX: 605.723.8010

REPLY TO: BELLE FOURCHE OFFICE

August 30, 2002

VIA FACSIMILE AND U.S. MAIL

Mr. Keith Senger, CPA Utility Analyst - S.D. Public Utilities Commission State Capitol Building 500 East Capitol Pierre, SD 57501-5070

Re: S&S Communications' responses to Data Requests Re: Bond Filing

Dear Keith:

Enclosed please find S&S Communications' Responses To Data Requests Re: Bond Filing.

Although two of the requests remain unanswered, given our discussions, I felt that I should nevertheless get S&S Communications' responses to the other requests to you as soon as possible.

Thank you for your cooperation in connection with this matter. If you have any questions, please feel free to give me a call at any time.

Best regards.

Sincerely,

BARKER, WILSON, REYNOLDS & BURKE, L.L.P.

John W. Burke For the Firm

JWB/bb Enclosure

cc:

S&S Communications



RECEIVED

S&S COMMUNICATIONS' RESPONSES TO DATA REQUESTS RE: BOND FILING

August 30, 2002

SEP 3 2002 SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

*Pursuant to A.R.S.D. 20:10:01:42, S&S Communications hereby requests confidential treatment of the following information until such time as it is returned to S&S Communications due to the fact that any disclosure of such information would result in material damage to S&S Communications' financial and competitive position, and would reveal trade secrets.

1. Please explain the difference between S&S's total of column L (found on column L line 419) and Staff calculated total of column L (found on column L line 426).

Response:

S&S Communications' belief is that the difference is probably attributable to the fact that, while the Commission's computer simply added the numbers using a fixed date, S&S Communications' computer added the numbers using a formula that took into account the precise date and time the spreadsheet was printed.

2. Please explain the negative balance of \$17.23 in column L line 51 (account 6SD12584). How was this amount calculated?

Response:

The spreadsheet was prepared on July 17, 2002. However, a review of that account reveals that the contract ended on July 14, 2002. Thus, when the spreadsheet was prepared there was no unearned revenue and the contract probably should not have been included in the spreadsheet. That contract's inclusion in the spreadsheet was inadvertent.

2-1 Please add a column to the spreadsheet (spreadsheet requested in item 31 of Staff's August 15, 2002 data request) indicating whether the customer paid S&S directly or financed the contract through Aberdeen finance Corporation.

Response:

2-2 Have any of S&S's South Dakota prepaid long distance customers paid a portion of the contract directly to S&S and financed the remaining balance through Aberdeen Finance Corporation? If so, please identify those customers and breakdown the amounts.

Response: No.

2-3 Please provide a letter from Aberdeen Finance Corporation answering the following questions:

a) Does the amount financed (customer's original loan principal balance through Aberdeen Finance Corporation by S&S's South Dakota prepaid long distance customers agree to the contract amount (tariff rate) between S&S and the customers?

Response: See Attachment A (letter from Tim Rich of Aberdeen Finance

Corporation).

b) Does the term of finance agreements between Aberdeen Finance Corporation and S&S's prepaid long distance customers agree to the term of the prepaid long distance contracts between S&S and the prepaid long distance customers? If no, please explain how they differ.

Response: See Attachment A (letter from Tim Rich of Aberdeen Finance Corporation).

c) Do the finance agreements between Aberdeen Finance Corporation and S&S's prepaid long distance customers call for equal monthly installment payment by the customer?

Response: See Attachment A (letter from Tim Rich of Aberdeen Finance Corporation).

d) Does the \$748,391.63 reported by Aberdeen Finance Corporation on July 17, 2002, represent customer contracts other than **South Dakota** customer contracts?

Response: See Attachment A (letter from Tim Rich of Aberdeen Finance Corporation).

e) Does the \$748,391.63 reported by Aberdeen Finance Corporation on July 17, 2002, represent anything other than the principal balance owed to Aberdeen Finance Corporation by S&S's South Dakota prepaid long distance customers? If yes, please provide a principal and interest (and any other) breakdown of the \$748,391.63 for S&S's South Dakota customers.

Response: See Attachment A (letter from Tim Rich of Aberdeen Finance Corporation).

3. Please explain the \$5,349.15 balance in column L line 123 (account 6SD23276). How was this amount calculated?

Response: This number appears to be the product of a type-o; the expiration date was inadvertently entered as 1904.

4. Please explain the \$140.40, \$208.69 and \$197.57 balances in column L lines 24, 143 and 408 (accounts 6SD06800, 6SD26767 and 6SD92549). How were these amount calculated?

Response:

When the formula that had been used last year (amortization, then deduction of \$270 for dialers) was applied it resulted in negative balances for these three balances. Because that seemed unacceptable, S&S Communications decided to change the formula so that the deduction of \$270 for the dialers took place before the amortization as it resulted in positive numbers.

5. Does the \$270 of "Equipment Costs" consist of any equipment other than the automatic dialers?

Response:

Yes. A punch down terminal block is required. The punch down terminal block is purchased separately by S&S Communications and typically costs approximately \$14.50.

6. Do your South Dakota customers actually pay an amount above and beyond the amount recorded in column H (the tariff rate) for this equipment?

Response: No.

7. Please explain in detail what the automatic dialer (dialer) is, what function it serves, how it is connected to the customer premise equipment and who installs them.

Response:

<u>See</u> Attachment B (copy of document providing general description). With regard to how an automatic dialer is connected, it is wired into the subscriber's telephone line. S&S Communications installs the automatic dialers.

8. Why do S&S customers need dialers?

Response:

<u>See</u> Attachment B (copy of document providing general description). In addition, automatic dialers prevent other carriers from slamming S&S Communications' subscribers and/or prevent the unauthorized transport of S&S Communications' subscribers' long distance calls by other carriers.

9. Assuming S&S was no longer the long distance services provider for one of its current customer and S&S automatic dialer was still installed, would that dialer continue to route calls to S&S's 1-800 number or 101XXXX number?

Response:

No. S&S Communications, or the subscriber with S&S Communications'

guidance, can disable the automatic dialer.

10. What would happen to that customer's call in the above situation? How would the customer be billed for that call?

Response:

The subscriber's call would go to their new carrier and presumably would

be billed by that carrier.

11. Can the dialers be used for other long distance providers (are they reprogrammable)?

Response:

Yes.

12. Please explain in detail the process of reprogramming and removing a dialer.

Response:

Reprogramming an automatic dialer is completed by using either a computer terminal or a standard telephone connected to the telephone line using the DTMF keys on the telephone. An automatic dialer may be disabled by simply unplugging the power cord from the outlet. An automatic dialer may be removed by simply unplugging the power cord from the outlet and unplugging all of the telephone lines from the terminal jacks and lifting the dialer off of the mounting screws. The punch down jacks that are installed have a switch built in so that by removing the connectors from the jack the telephone line is automatically reconnected to its original state before the automatic dialer was installed.

Can average residential customers reprogram and remove the dialer themselves?

Response:

13.

Yes. In fact, Matt Swearingen of S&S Communications has had people

reprogram and remove automatic dialers themselves.

14. What percent of S&S's South Dakota residential customers have an S&S dialer?

Response:

With regard to prepaid bulk contracts, which are what require S&S Communications to have a bond, 96% of the residential subscribers have

automatic dialers.

15. What percent of S&S's South Dakota commercial customers have an S&S dialer?

Response:

With regard to prepaid bulk contracts, which are what require S&S Communications to have a bond, 81% of the commercial subscribers have automatic dialers.

16. Bases on your understanding of the industry, what percent of all South Dakota residents have dialers attached to their residential telephone lines?

Response:

S&S Communications has no way of knowing. According to Attachment B, however, "a large number of the Smart-1 dialers in service are in fact used by long distance carriers to provide customers with simplified access to their service."

17. Bases on your understanding of the industry, what percent of all South Dakota business have dialers attached to their business telephone lines?

Response:

S&S Communications has no way of knowing. According to Attachment B, however, "a large number of the Smart-1 dialers in service are in fact used by long distance carriers to provide customers with simplified access to their service."

18. Do S&S's customer's request dialers?

Response:

No. However, S&S Communications would submit that it would be highly unlikely that the average subscriber would request an automatic dialer since he or she probably is unaware of the benefits of an automatic dialer.

19. Does S&S make dialers available to all its South Dakota customers?

Response: Yes.

20. Do S&S customers who do not receive (accept) dialers get a discount, credit, etc., from the tariff rate?

Response: No.

21. Who owns the dialer once in service?

Response: The subscriber.

22. Who maintains the dialer once in service?

Response: S&S Communications.

23. Is the customer informed of ownership arrangements of the dialers? Does the customer and/or S&S sign any papers relating to the ownership of the dialers? If so, please provide a copy.

Response:

In the past, S&S Communications has not had a structured process for informing subscribers about their ownership of the automatic dialers. However, now, if S&S Communications decides that an automatic dialer will be installed at the subscriber's location, it is S&S Communications' practice to tell the subscriber at the time the contract is entered into. With regard to whether the subscriber signs any papers relating to the ownership of the dialers, they do not.

24. Does S&S have a dialer "buy back" agreement with the South Dakota customers? If yes, please explain.

Response: Not at this time.

25. Under current circumstances (i.e. technology, underlying carriers, etc.) can S&S provide service to all its current customers without the use of dialers and without incurring any cost? Please explain and list additional costs if any.

Response:

No. Some exchanges do not have S&S Communications' Carrier Identification Code (CIC) loaded. In these exchanges, without an automatic dialer, S&S Communications would be forced to transport the subscriber's calls via a carrier whose CIC the exchange has loaded in its system, which naturally results in an increased cost to S&S Communications.

26. Has S&S ever had any customers that it could not provide service to without the use of dialers?

Response:

Yes. <u>See</u> response to Request No. 25, <u>supra</u>. In addition, by way of example, automatic dialers were also crucial when numerous of S&S Communications' subscribers were improperly ending up on MCI WorldCom's platform and MCI WorldCom was uncooperative in switching them back to S&S Communications' platform.

27. What use would a customer have for a dialer after the customer is no longer receiving service from S&S?

Response:

<u>See</u> Attachment B (copy of document providing general description). In addition, an automatic dialer could be used by a subscriber to prevent unauthorized long distance calls from their home or business by requiring a code to be entered. An automatic dialer could also be used for speed dialing.

28. Is there a market for used dialers? What is the market price for a used dialer?

Response: Yes. A visit to www.ntcp.com reveals that a "refurbished" 4-line Mitel

automatic dialer, which is what S&S Communications provides to its

subscribers, can be purchased for \$249.00.

29. Is it S&S's opinion that a majority of S&S's customers could sell and/or would use the dialers after S&S is no longer the long distance provider?

Response: Yes. In fact, S&S Communications would likely be willing to buy them

back.

30. What is S&S's cost for the dialers? Please support with the two most current invoices.

Response: See Attachment C (copies of invoices).

- 31. Please send me the electronic spreadsheet used to create the spreadsheet sent to the Commission on July 17, 2002. This electronic spreadsheet should include
 - a) the formulas used to calculate the "Unearned" column, the column total cell at the bottom and any other calculated columns/cells (note: the formula outputs should agree to the amounts on the spreadsheet send to the Commission on 7/17/02;
 - b) a column indicating whether or not the customer received an automatic dialer and;
 - c) columns containing the customer information (i.e. customer/business name, address, telephone number, etc.) for each Account #.

Response: See Enclosed diskette.

32. For S&S's customers that finance the contract through Aberdeen Finance Corporation, does S&S receive the full amount of the contract (tariff rate) from Aberdeen Finance Corporation or is it a discounted amount? If discounted, please give specifics on how the discounted amount is calculated.

Response: S&S Communications receives a discounted amount. A percentage of each contract amount is retained by Aberdeen Finance Corporation as a form of partial security in the event of a breach of the subscriber's finance agreement.

33. Does S&S pay an amount (i.e. fees, bank charges) to Aberdeen Finance Corporation for those customers that finance the contracts.

Response: No.

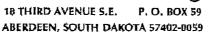
34. Please provide financial statements including a balance sheet, income statement and cash flow statement for the 12 months ending July 30, 2002.

Response:



Aberdeen Finance Corporation

Aberdeen Insurance Agency



PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982



MARK A. KRAGE Loan Officer KATHLEEN GETTY Agency Manager

GEO. M. RICH President TIM RICH Vice President

August 30, 2002

S.D. Public Utilities Commission Attn: Keith Senger State Capitol Building 500 East Capitol Pierre. SD 57501-5070

RE: Requests for information

Dear Mr. Senger

The following are my responses to the question that you provided to S & S Communications and asked that I answer.

a. Does the amount financed (customer's original loan principal balance through Aberdeen Finance Corporation by \$ & S's South Dakota Prepaid long distance customers agree to the contract amount (tariff rate) between \$ & \$ and the customer's?

Yes

b. Does the term of finance agreements between Aberdeen Finance Corporation and S & S 's prepaid long distance customers agree to the term of the prepaid long distance contracts between S & S and the prepaid long distance customers? If no please explain how they differ,

Some do Agree However offices differ Secause Are will only finance for A MAXIMUN 4 YEAR TERM

c. Do the finance agreements between Aberdeen Finance Corporation and S & S's prepaid long distance customers call for equal monthly installment payment by the customer?

Yes

d.	Does the \$748,391.63 reported by Aberdeen Finance Corporation on July 17,
	2002, represent customer contracts other than South Dakota customer
	contracts?

e. Does the \$748,391.63 reported by Aberdeen Finance Corporation on July 17, 2002, represent anything other than the principal balance owed to Aberdeen Finance Corporation by S & S's South Dakota prepaid long distance customers? If yes, please provide a principle and interest (and any other) breakdown of the \$748,391.63 for S & S's South Dakota customers.

I assume the preceding sufficiently answers your questions.

Best Regards,

Sincerely,

Tim Rich

Vice President

ATTACEMENT B

General Description

Mitel Smart-1 dialers are used to ensure a specific routing of outbound calls. The Smart-1 is installed on a user's telephone line. When the user makes a call, the Smart-1 adds a pre-programmed sequence of digits to those dialed by the user. The digits added by the Smart-1 typically represent the access code for a given long-distance carrier or some other desired routing. The result is that the company or individual paying for the telephone service can be



assured that outbound calls made on their lines will be routed according to their preferences. Likewise, the carrier providing the telephone service can be assured of getting the expected traffic on lines for which they provide service.

Not surprisingly, a large number of the Smart-1 dialers in service are in fact used by long distance carriers to provide customers with simplified access to their service. The Smart-1 dialer can also be used to consistently route calls in a predetermined fashion within a private network. Some of the features of the Smart-1 also allow it to be used for other purposes such as maintaining a record of outbound calls.

Features

PAV

The Smart-1 also has a feature known as Positive Account Verification (PAV). PAV provides the option of inserting digits that represent an account code for the user. The account code is then associated with each call made on the line connected to the dialer.

Easy Programming / Maintenance

Smart-1 dialers can be programmed using a DTMF telephone or via the unit's RS-232 port. Programming can be done on site or remotely. The dialer can also be set up to automatically call a preprogrammed phone number in the event of memory corruption; when the maintenance center answers, the unit will send additional digits representing the nature of the problem. The unit can then be reinitialized by the maintenance center.

Call Records

Smart-1 create a record of each call that includes the telephone line used, the number dialed, the account code (if applicable), the time and duration of the call. This call record is then sent in ASCII format to an RS-232 port on the dialer that can be connected to a PC based call accounting system.

Chaining

Up to 10 Smart-1 dialers can be "chained" together so that the call records from all the dialers (up to 40 trunks) can be collected and processed by one PC call accounting system. In addition, chaining enables 10 Smart-1 dialers to be programmed at the same time.

Routing

The default configuration provides for 4 primary and 4 alternate routes

ATTACHMENT C

The second of th	TECHNICIAN'S COMMENTS:
MAN THE STATE OF T	
magniffs (Address) contrasted standard Agriculation of the best of the same state against section of the	the first of the first of the first state of the state of
anddaphilliam/indianaganitaining i turanagan maranagan a an an an an an an an an an an an an	ACCESSORIES & CONDITION
endiament to extens in a longer sales for transition and animal environmental excessive for a second environment	to the streets for both the first made for the same share provinces were specific to the same of the
144 Aprilled Land College (1)	and the state of t
TELLI Sundandari mengalah selamatan mengalah selatan pelakutu sapas dalah dan kanasa selah dalam basa da an se	TROUBLE (Please ed esserie) 3.18UORT
•	(although ed passiff) 3 IBLOST
SERINT NO.	MYKE MODET
NOT RESPONSE LEFT NOT RESPOND SO DAYS AFTER NEPARA ACREMINATY: CO AND SO DAYS ACREMINATE OF WARRANTY: CO PARTS CO LABOR ANDE OF LAST REPARS SUP. ALS REPARS RIP. OLO OF LAST REPARS SUP.	PATE OB-04-04 RECEIVED BY V ZOOI 462 LOURS SELL SELL SELL SELL SELL SELL SELL SE
THE BE TIM THEMSTATE ON SHOWN SHIT MOST THE	C&B Electronics 230 Tower Hill Road Cardia, New Hampshire 03034 (603) 432-9214

ЕСНИКУРИ	Снеск ио	o eismidei egnahd: yhiodig pridanett & golgigies	11. 1.0
1 SAINTER 10	П сман	ROBAL LATOT	
TROO STAMITS	HOW PAID	STRAM LATOT	
· · · · · · · · · · · · · · · · · · ·		-	
1044	Phoch down lecki	osifii k	42,00
- । छिन्द्रस	With Smart one district	00,036	4 2,500.00
ALIZHYOR	BEG HO CERN (#) STHAM	N	THUCMA

Received By

TOTAL DUE

Date Completed

bailtion auxil

C&B Electronics

230 Tower Hill Hoad Candia, New Hampshire 03034 (603) 432-9214 # 0197

PAY FROM THIS INVOICE NO STATEMENT WILL BE SENT

DATE 06-08-02	RECEIVED BY			PONSIBLE F DAYS AFTE	OR ITEMS LEFT IR REPAIR
ADDRESS 105 Roilt CITY Abundesa PHONE 877-436-417	SUM' C2 TIONS OJA AYE SE STATE SD ZP 57H AFTER 6	DATE OF LA	Arranty: Jachase Ist Hepair		STORE I STORE I LABOR AR / OA
MAKE	MODEL		SERIAL NO		
ACCESSORIES & CONDITIO					
CUANTITY	PARTS (#) USSA	OR DESCRIPTION	************	·····	AMOUNT
	el Smart one d		250.	00 ea	
10ca. Rus	ch down Jacks		* 14,	200	1145,00
ESTIMATE COST OF REPAIRS \$	HOW PAID CASH CHECK Check No.		TOTAL	PARTS LABOR Impate or Change	الم با الما
Date Coropleted 1	Date Notified Receive	ed By		IL DUE	2,645.00

BARKER WILSON REYNOLDS & BURKE

LAWYERS

www.courtroomcounselors.com

REPLY TO: BELLE FOURCHE OFFICE

September 11, 2002

VIA FACSIMILE AND U.S. MAIL

4200 Beach Drive P.O. Box 9335 Rapid City, SD 57709-9335 605.718.8000 • Fax: 605.718.8010

211 ZINNIA STREET P.O. Box 100 BELLE FOURCHE, SD 57717-0100 605.723.8000 ◆ FAX: 605.723.8010

RECEIVED

SEP 1 3 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

es not

Mr. Keith Senger, CPA South Dakota Public Utilities Commission State Capitol Building 500 East Capitol Pierre, SD 57501-5070

Re: Requests For Information Re: S&S Communications' Bond Filing

Dear Keith:

THE BARKER!

MICHAEL A. WILSON'

MICHAEL P. REYNOLDS"

JOHN W. BURKE"

JEFFERY D. COLLINS

I am in receipt of a copy of your letter to Les Sumption of S&S Communications dated September 9, 2002, which included eight requests for information. S&S Communications has instructed me to provide you with the following responses:

3-1. Customer information as requested in items 31c (first data request).

Response: S&S Communications objects to providing such infor

3-2. S&S's financial statements as requested in item 3

Response: S&S Communications intends to provide the

have it ready at this time.

3-3. Financed vs. direct payment information as requested in item 2-1 (second data request).

Response:

3-4. Please provide the discount percentage and how the discount is calculated.

Response: 5%. It is 5% of the contract amount.

3-5. The reply also indicated this discounted amount is a form of "partial security in the event of breach of the subscriber." Does S&S receive this discounted amount back from AFC once the customer has paid off the finance agreement or does AFC retain the amount in case of breach from other customers?

Mr. Keith Senger September 11, 2002 Page 2

Response:

S&S Communications does not receive this discounted amount back from Aberdeen Finance Corporation once the customer has paid off the finance agreement.

3-6. Does this discounted amount make up the "capital reserve account" with AFC as referenced in Donald W. Niles letter to me dated September 8, 2000?

Response: Yes.

3-7. Please devise a method of determining the "at risk" portion and submit the information (including the calculation and "at risk" amount).

Response: S&S Communications is considering this issue.

3-8. Please submit a bond providing "100% coverage of the prepaid amounts not covered under the collateral agreement." This amount should be calculated by totaling the unearned revenue for each non-financed customer and the term mismatch amount for each AFC financed customer. Do not exclude the \$270 in equipment charges for any customer.

Response:

S&S Communications intends to have an additional bond or letter of credit in place in the amount of at least \$125,000 (resulting in a total of at least \$200,000 since a \$75,000 bond in presently in place) before September 16, 2002.

Thank you for your continued cooperation in this regard. If you have any questions, please feel free to give me a call.

Best regards.

Sincerely,

BARKER, WILSON, REYNOLDS & BURKE, L.L.P.

John W. Burke For the Firm

JWB/bb Enclosure

cc: S&S Communications

BARKER WILSON REYNOLDS & BURKE

LAWYERS

www.courtroomcounselors.com

REPLY TO: BELLE FOURCHE OFFICE

September 24, 2002

VIA FACSIMILE AND U.S. MAIL

4200 Beach Drive P.O. Box 9335 RAPID CITY, SD 57709-9335 605.718.8000 * Fax: 605.718.8010

211 ZINNIA STREET P.O. Box 100 Belle Fourche, SD 57717-0100 605.723.8000 • Fax: 605.723.8010

RECEIVED

SEP 2 6 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Mr. Keith Senger, CPA S.D. Public Utilities Commission State Capitol Building 500 East Capitol Pierre, SD 57501-5070

Re: S&S Communications' responses to Data Requests (No. 4) Re: Bond Filing

Dear Keith:

"TH E. BARKER"

Michael A. Wilson'

Michael P. Reynolds"

Iohn W. Burke'''

JEFFERY D. COLLINS

I am in receipt of your most recent letter containing four additional Data Requests (4-1 through 4-5). These Data Requests, and S&S Communications' responses, follow.

Before continuing, however, I feel compelled to interject a few comments. Admittedly, S&S Communications could have done a better job of timely reporting its levels of prepaid customers to the Commission. Nevertheless, it is clear that Staff's present probe for purposes of determining an appropriate bond amount is far more extensive then that which took place in connection with S&S Communications' initial request for a Certificate of Authority.

As you know, your initial request (August 15) for information contained 34 Data Requests. Your second request (August 22) contained 3 Data Requests, one of which contained 4 subparts. Your third request (September 11) contained 8 Data Requests. Your fourth request, being responded to in this letter, contained yet another 5 Data Requests. I truly think it is fair to say that, to date, S&S Communications has made an earnest effort to respond to each of these Data Requests. S&S Communications' good faith is also evidenced by the fact that, although the Commission already has a bond for the benefit of S&S Communications in the amount \$75,000, and although a new bond amount has not yet been determined, S&S Communications voluntarily submitted an Irrevocable Standby Letter of Credit to Staff in the amount of \$125,000, thereby protecting its subscribers up to \$200,000. In passing, I would like to reiterate that, with \$200,000 presently available to cover losses in the event S&S Communications goes out of business, S&S Communications' subscribers must be among the most protected customers in the world. I can think of no other business required to provide 100% coverage to its customers to ensure that they are not shorted a single penny in the event the company goes bankrupt. If you aware of any other provide that is subject a similar imposition, I would appreciate being enlightened.

Moreover, the fact that Staff's inquest is so much more exhaustive than before is peculiar given the fact that in the nearly two years that have passed since that initial Certificate of Authority was granted, S&S Communications has offered outstanding service to its many customers. While complaints against other telecommunications companies were filed virtually every week during this time, no legitimate complaints were made against S&S Communications.



Mr. Keith Senger September 24, 2002 Page 2

When MCI WorldCom was improperly directly billing S&S Communications' subscribers and turning others over to collection agencies, and relief could not be found with the Commission, it was S&S Communications that paid its subscribers' bills with its own funds. I challenge you to find one other company—telecommunications or otherwise—that will go to such lengths for its customers. The fact that Staff's far-reaching inquiry comes on the heels of S&S Communications' commencement of a lawsuit against many of the local exchange carriers in South Dakota, of which I know the Commission was promptly made aware of, would also give the average person pause.

4-1 Please explain why S&S Communications objects to providing this [individual customer information].

Response:

Before identifying S&S Communications' objections, it must be kept in mind that S&S Communications has already submitted significant customer information to Staff, including: (a) Account Nos.; (b) the lengths of plans in years; (c) cites and/or towns and zip codes of customers; (d) plan expiration dates; and (e) amounts received from customers. The bases for S&S Communications' objection are as follows:

- (1) The Commission's Order Granting Certificate of Authority dated December 21, 2000 does not require S&S Communications to disclose customer information.
- (2) S&S Communications has not been referred to any statute, administrative rule or case requiring the disclosure of customer information.
- S&S Communications' customer information (which necessarily includes such customers' names, addresses, telephone numbers and financial information (i.e. whether they paid with cash or financed their plan)) is highly confidential and proprietary in nature. Indeed, the Telecommunications Act of 1996 specifically provides that "[e]very telecommunications carrier has a duty to protect the confidentiality of proprietary information of, and relating to, other telecommunication carriers, equipment manufacturers, and customers, including telecommunication carriers reselling telecommunications services provided by a telecommunications carrier." 47 U.S.C. § 222(a). See also 47 U.S.C. § 222(c)(1) ("Privacy requirements for telecommunications carriers.").
- (4) The disclosure of S&S Communications' customer information, which would include whether each customer paid with cash or financed their plan, would clearly violate the spirit, if not the letter, of the Right to Financial Privacy Act (RFPA), 12 U.S.C. § 3401 et seq.
- (5) Requiring only S&S Communications to disclose customer information would deny S&S Communications equal protection under the law in

Mr. Keith Senger September 24, 2002 Page 3

violation of Article VI, Section 18 of the South Dakota Constitution¹ and the Fourteenth Amendment of the United States Constitution.²

4-2. Is S&S willing to work with Staff in order to provide Staff with a reasonable amount of information enabling spot verification?

Response:

S&S Communications objects to any spot verifications. The bases for S&S Communications' objection are those identified in response to Data Request 4-1, supra. Notwithstanding these objections, and without waiving said objections, S&S Communications will cooperate if such spot verifications can be accomplished without the disclosure of S&S Communications' customer information or contacting S&S Communications subscribers.

4-3. Please provide a breakdown of customer accounts who have paid S&S directly or financed through AFC. (See Attachment DR4-D, "direct vs. financed" column).

Response: S&S Communications objects to providing such a breakdown. The bases for S&S Communications' objection are as follows:

- (1) The Commission's Order Granting Certificate of Authority dated December 21, 2000 does not require S&S Communications to identify which of its customers paid cash and which financed their plans.
- (2) S&S Communications has not been referred to any statute, administrative rule or case requiring the disclosure of which of S&S Communications' customers paid cash and which financed their plans.
- (3) Which of S&S Communications' customers paid cash and which financed their plans is information that is highly confidential and proprietary in nature. Indeed, the Telecommunications Act of 1996 specifically provides that "[e]very telecommunications carrier has a duty to protect the confidentiality of proprietary information of, and relating to, other

Article VI, Section 18 of the South Dakota Constitution states: "No law shall be passed granting to any citizen, class of citizens or corporation, privileges or immunities which upon the same terms shall not equally belong to all citizens or corporations."

The Equal Protection Clause of the United States Constitution provides:

No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property, without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws.

telecommunication carriers, equipment manufacturers, and customers, including telecommunication carriers reselling telecommunications services provided by a telecommunications carrier." 47 U.S.C. § 222(a). See also 47 U.S.C. § 222(c)(1) ("Privacy requirements for telecommunications carriers.").

- (4) The disclosure of which of S&S Communications' customers paid cash and which financed their plan, would clearly violate the spirit, if not the letter, of the Right to Financial Privacy Act (RFPA), 12 U.S.C. § 3401 et seq.
- (5) Requiring only S&S Communications to disclose which of its customers paid cash and which financed their plans would deny S&S Communications equal protection under the law in violation of Article VI, Section 18 of the South Dakota Constitution and the Fourteenth Amendment of the United States Constitution.

Notwithstanding the preceding objections, and without waiving said objections, S&S Communications will calculate these totals, using Staff's formula, and provide it to Staff. However, S&S Communications' use of this formula to satisfy Staff's request does not mean that S&S Communications waives its contention that \$270 should be deducted for the automatic dialers that are provided to S&S Communications' subscribers.

4-4. Please provide the July 13, 2002, principal balances owed to AFC for each individual customer who has financed the S&S service contract through AFC. (See Attachment DR4-D). This amount will be used to calculate the "at risk" amount of the financed customers.

Response: S&S Communications objects to providing such a breakdown. The bases for S&S Communications' objection are as follows:

- (1) The Commission's Order Granting Certificate of Authority dated December 21, 2000 does not require S&S Communications to disclose individual customer balances owed to Aberdeen Finance Corporation.
- (2) S&S Communications has not been referred to any statute, administrative rule or case requiring the disclosure of individual customer balances owed to Aberdeen Finance Corporation.
- (3) Individual customer balances owed to Aberdeen Finance Corporation is highly confidential and proprietary in nature. Indeed, the Telecommunications Act of 1996 specifically provides that "[e]very telecommunications carrier has a duty to protect the confidentiality of proprietary information of, and relating to, other telecommunication carriers, equipment manufacturers, and customers, including telecommunication carriers reselling telecommunications services

Mr. Keith Senger September 24, 2002 Page 5

provided by a telecommunications carrier." 47 U.S.C. § 222(a). See also 47 U.S.C. § 222(c)(1) ("Privacy requirements for telecommunications carriers.").

- (4) The disclosure of individual customer balances owed to Aberdeen Finance Corporation would clearly violate the spirit, if not the letter, of the Right to Financial Privacy Act (RFPA), 12 U.S.C. § 3401 et seq.
- (5) Requiring only S&S Communications to disclose individual customer balances owed to Aberdeen Finance Corporation would deny S&S Communications equal protection under the law in violation of Article VI, Section 18 of the South Dakota Constitution and the Fourteenth Amendment of the United States Constitution.³

4-5. Please provide the date when S&S will provide its financial statements.

Response: S&S Communications can have financial statements available by January 1, 2003.

Thank you for your continued cooperation in connection with this matter. If you have any questions, please feel free to give me a call at any time.

Best regards.

Sincerely,

BARKER WESON, REYNOLDS & BURKE, L.L.P.

John W. Burke

JWB/bb

cc: S&S Communications

On a related note, S&S Communications does not agree that it must cover the "at risk' amount of the financed customers." The Commission's Order Granting Certificate of Authority dated December 21, 2000 states that S&S Communications must "provide 100% coverage of the prepaid amounts not covered under the collateral agreement." The "amounts not covered under the collateral agreement" refers only to accounts purchased with cash, or any accounts not covered under collateral agreement.

BARKER, WILSON, REYNOLDS & BURKE, L.L.P. Law Offices

211 Zinnia Street P.O. Box 100 Belle Fourche, SD 57717-0100 Phone: (605) 723-8000

Fax: (605) 723-8010

4200 Beach Drive P.O. Box 9335 Rapid City, SD 57709-9335 Phone: (605) 718-8000 Fax: (605) 718-8010

FAX COVER SHEET

This fax is being transmitted from our Belle Fourche office. >>>

DATE:

September 12, 2002

TO:

Keith Senger 605/773-3809

FROM:

John W. Burke

RE:

Irrevocable Standby Letter of Credit

COMMENTS:

We are transmitting 3 pages, including this Fax Cover Sheet.

CONFIDENTIALITY NOTICE

The information contained in this facsimile message is confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the recipient. You are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone collect at (605) 892-2743 to arrange for the return of the telecopied information.





KENNETH E. BARKER"

MICHAEL A, WILSON[†]

MICHAEL P. REYNOLDS"

JOHN W. BURKE"

JEFFERY D. COLLINS

www.courtroomcounselors.com

REPLY TO: BELLE FOURCHE OFFICE

September 11, 2002

VIA FACSIMILE ONLY

Mr. Keith Senger, CPA South Dakota Public Utilities Commission State Capitol Building 500 East Capitol Pierre, SD 57501-5070

Re:

Irrevocable Standby Letter of Credit

Dear Keith:

Enclosed please find a copy of the Irrevocable Standby Letter of Credit. It is my understanding that the original is being overnight mailed to you this afternoon.

Thank you for your continued cooperation in this regard. If you have any questions, please feel free to give me a call.

Best regards.

Sincerely,

BARKER, WILSON, REYNOLDS & BURKE, L.L.P.

4200 BEACH DRIVE

P.O. Box 9335 RAPID CITY, SD 57709-9335 605.718.8000 • FAX: 605,718.8010

> 211 Zinnia Street P.O. Box 100

BELLE FOURCHE, SD 57717-0100 605.723.8000 • FAX: 605.723.8010

John W. Burke For the Firm

JWB/bb Enclosure



Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE 5.5. P. D. BOX 59 ABERDSEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050

WATS 1-800-287-8051

FAX 605/229-4982



MARK A, KRAGE Loan Officer KATHLEEN GETTY Agency Manager

GEO. M. RICH President TIM RICH Vice President

IRREVOCABLE STANDBY LETTER OF CREDIT

Opener's Reference No: SS01

BY THE ORDER OF ABERDEEN FINANCE CORPORATION

We hereby issue in favor of the South Dakota Public Utilities Commission our irrevocable credit for the aggregate amount not to exceed \$125,000.00 payable by your draft at sight on the Aberdeen Finance Corporation effective September 12, 2002 with an expiration of September 12, 2004.

Funds under this credit are available against your draft(s) mentioning our credit number as it appears above

The below mentioned documents must be presented at sight in accordance with the terms and conditions of this letter of credit:

 Beneficiary's affidavit executed by authorized member of the South Dakota Public Utilities Commission certifying that claim(s) have been presented by South Dakota Consumers against S & S Communications for not providing long distance services.

We engage with you that drafts drawn under and in conformity with the terms and conditions of this credit will be duly honored on presentation if presented to us at the address above. The original letter of credit must accompany the beneficiary's affidavit listed above as a requirement of this credit.

This credit is subject to the Uniform Customs and Practices for Documentary Credits, 1993 Revision — Public Number 500.

Very truly yours,

Tim Rich, Vice President
Aberdeen Finance Corporation

Senger, Keith

From:

Matt Swearingen [matt.sscomm@midconetwork.com]

Sent:

Monday, November 04, 2002 4:37 PM

To:

Keith.Senger@state.sd.us

Subject: excel spreadsheet

Keith

I did fix the type O's I found.

I know you and John are discussing what to do with the dialer credits, so I will let you two decide how to precede with the calculations.



Account#	Principle balanFinaPlan	City State	Zipcode Contract DaExp Date	Amount ReSales Tax	Total	Equipment CosUnearned Income
6SD06800	5 YEAR	Aberdeen SD	57401 10/14/1997 10/14/2002			\$270.00 (\$708.48)
6SD92549	5 YEAR	Sioux Falls SD	57103 11/19/1997 11/19/2002			\$270.00 (\$645.98)
6SD26767	5 YEAR	White SD	57276 11/26/1997 11/26/2002			\$270.00 (\$633.83)
6SD49099	5 YEAR	Rockham SD	57470 1/12/1998 1/12/2003	3170 190.2		\$270.00 (\$552.23)
6SD46843	10 YEAR	Yankton SD	57078 1/17/1998 1/17/2008	3170 190.2		\$270.00 \$1,178.22
6SD75838	5Y Assoc	Groton SD	57445 1/23/1998 1/23/2003			\$270.00 (\$533.14)
6SD09906	10 YEAR	Madison SD	57042 1/28/1998 1/28/2008	3170 190.2		\$270.00 \$1,187.77
6SD18676	10 YEAR	Miller SD	57362 2/21/1998 2/21/2008	3170 190.2		\$270.00 \$1,208.60
6SD98820	10 YEAR	Miller SD	57362 2/22/1998 2/22/2008		3360.2	\$270.00 \$1,209.47
6SD15166	5Y Assoc	Miller SD	57362 2/23/1998 2/23/2003			\$270.00 (\$479.32)
6SD35064	5Y Assoc	Miller SD	57362 2/23/1998 2/23/2003	3170 190.2		\$270.00 (\$479.32)
6SD13640	10 YEAR	Miller SD	57362 2/23/1998 2/23/2008	3170 190.2		\$270.00 \$1,210.34
6SD69320	10 YEAR	Miller SD	57362 2/23/1998 2/23/2008			\$270.00 \$1,210.34
6SD19437	5Y Assoc	Miller SD	57362 3/17/1998 3/17/2003			\$270.00 (\$441.13)
6SD06682	5Y Assoc	Westport SD	57481 4/14/1998 4/14/2003	3170 190.2		\$270.00 (\$392.52)
6SD49353	5Y Assoc	Westport SD	57481 4/14/1998 4/14/2003	3170 190.2	3360.2	\$270.00 (\$392.52)
6SD95147	10 YEAR	Mellette SD	57461 5/4/1998 5/4/2008			\$270.00 \$1,271.55
6SD06867	10 YEAR	Aberdeen SD	57401 8/10/1998 8/10/2008			\$270.00 \$1,356.59
6SD48902	10 YEAR	Aberdeen SD	57401 8/10/1998 8/10/2008	3170 190.2	3360.2	\$270.00 \$1,356.59
6SD35793	10 YEAR	Aberdeen SD	57401 8/21/1998 8/21/2008	3170 190.2	3360.2	\$270.00 \$1,366.13
6SD96102	10 YEAR	Rosco SD	57471 9/9/1998 9/9/2008	3170 190.2	3360.2	\$270.00 \$1,382.62
6SD89409	10 YEAR	Eureka SD	57437 9/10/1998 9/10/2008	3170 190.2	3360.2	\$270.00 \$1,383.49
6SD52578	10 YEAR	Rosco SD	57471 9/17/1998 9/17/2008	3170 190.2	3360.2	\$270.00 \$1,389.56
6SD50432	\$417.21 Y 10 YEAR	St Lawrence SD	57373 10/20/1998 10/20/2008	3170 190.2	3360.2	\$270.00 \$1,418.20
6SD54210	\$720.44 Y 10 YEAR	Wessington SD	57381 10/20/1998 10/20/2008	3170 190.2	3360.2	\$270.00 \$1,418.20
6SD56190	10 YEAR	Columbia SD	57433 10/21/1998 10/21/2008	3170 190.2	3360.2	\$270.00 \$1,419.07
6SD29563	\$776.94 Y 10 YEAR	Wessington Spring	57382 10/28/1998 10/28/2008	3170 190.2	3360.2	\$270.00 \$1,425.14
6SD16481	\$168.11 Y 10 YEAR	Sturgis SD	57785 10/30/1998 10/30/2008	3170 190.2	3360.2	\$270.00 \$1,426.88
6SD21723	\$574.94 Y 10 YEAR	Pukwanna SD	57370 10/31/1998 10/31/2008	3170 190.2	3360.2	\$270.00 \$1,427.75
6SD65035	10 YEAR	Huron SD	57350 10/31/1998 10/31/2008	3170 190.2	3360.2	\$270.00 \$1,427.75
6SD93383	10 YEAR	Hoven SD	57450 11/25/1998 11/25/2008	3170 190,2	3360.2	\$270.00 \$1,449.44
6SD84702	10 YEAR	Aberdeen SD	57401 12/8/1998 12/8/2008	3170 190.2	3360.2	\$270.00 \$1,460.72
6SD18615	\$617.43 Y 5 YEAR	Highmore SD	57345 12/15/1998 12/15/2003	3170 190.2	3360.2	\$270.00 \$32.81
6SD46791	5 YEAR	Highmore SD	57345 12/15/1998 12/15/2003	3170 190.2	3360.2	\$270.00 \$32.81
6SD14624	5 YEAR	lpswich SD.	57451 1/2/1999 1/2/2004	3170 190.2	3360.2	\$270.00 \$64.06
6SD59643	\$978.59 Y 10 YEAR	Aberdeen SD	57401 3/4/1999 3/4/2009	3170 190.2	3360.2	\$270.00 \$1,535.35

6SD71733	\$926.94	Υ	10 YEAR	St. Lawrence SD	57373	3/10/1999	3/10/2009	3170	190.2	3360.2	\$270.00	\$1,540.56
6SD47089	\$1,208.79	Υ	10 YEAR	HECLA SD	57446	3/10/1999	3/10/2009	3170	190.2	3360.2	\$270.00	\$1,540.56
6SD80659	\$833.75	Υ	10 YEAR	MILLER SD	57362	3/11/1999	3/11/2009	3170	190.2	3360.2	\$270.00	\$1,541.43
6SD59012	\$819.22	Υ	10 YEAR	Kennebec SD	57544	3/15/1999	3/15/2009	3170	190.2	3360.2	\$270.00	\$1,544.90
6SD33778			5Y Assoc	Vermillion SD	57069	3/16/1999	3/16/2004	3170	190.2	3360.2	\$270.00	\$192.27
6SD29467			10 YEAR	Miller SD	57362	3/17/1999	3/17/2009	3170	190.2	3360.2	\$270.00	\$1,546.63
6SD60404	\$898.14	Υ	5Y Assoc	Miller SD	57362	3/18/1999	3/18/2004	3170	190.2	3360.2	\$270.00	\$195.74
6SD20332	\$1,035.84	Υ	5Y Assoc	Ree Heights SD	57371	3/18/1999	3/18/2004	3170	190.2	3360.2	\$270.00	\$195.74
6SD26321	\$1,091.33	Υ	10 YEAR	Miller SD	57362	3/18/1999	3/18/2009	3170	190.2	3360.2	\$270.00	\$1,547.50
6SD12023	\$1,078.46	Υ	7 YEAR	Pierre SD	57501	3/19/1999	3/19/2006	3170	190.2	3360.2	\$270.00	\$969.02
6SD51045	\$1,322.76	Υ	10 YEAR	Pierre SD	57501	3/19/1999	3/19/2009	3170	190.2	3360.2	\$270.00	\$1,548.37
6SD59794	\$1,153.03	Υ	10 YEAR	Gann Valley SD	57341	3/22/1999	3/22/2009	3170	190.2	3360.2	\$270.00	\$1,550.97
6SD53187			10 YEAR	Bowdle SD	57428	3/29/1999	3/29/2009	3170	190.2	3360.2	\$270.00	\$1,557.05
6SD72510	\$1,065.66	Υ	10 YEAR	Presho SD	57568	4/1/1999	4/1/2009	3170	190.2	3360.2	\$270.00	\$1,559.65
6SD56284	\$898.38	Υ	5Y Assoc	Presho SD	57568	4/13/1999	4/13/2004	3170	190.2	3360.2	\$270.00	\$240.85
6SD74920	\$1,129.74	Υ	10 YEAR	Bowdle SD	57428	4/21/1999	4/21/2009	3170	190.2	3360.2	\$270.00	\$1,577.01
6SD01418	\$1,476.60	Υ	10 YEAR	Dell Rapids SD	57022	4/22/1999	4/22/2009	3170	190.2	3360.2	\$270.00	\$1,577.87
6SD23966			7 YEAR	Goodwin SD	57238	7/8/1999	7/8/2006	3170	190.2	3360.2	\$270.00	\$1,106.63
6SD40540	\$1,307.63	Υ	7 YEAR	Elkton SD	57026	7/9/1999	7/9/2006	3170	190.2	3360.2	\$270.00	\$1,107.87
6SD12584			3 YEAR	Lake Preston SD	57249	7/14/1999	7/14/2002	5519	331.14	5850.14	\$270.00	(\$2,005.13)
6SD64898			7 YEAR	Lake Preston SD	57249	7/14/1999	7/14/2006	3170	190.2	3360.2	\$270.00	\$1,114.07
6SD03469	\$1,761.60	Υ	10 YEAR	Aberdeen SD	57401	7/19/1999	7/19/2009	3170	190.2	3360.2	\$270.00	\$1,654.24
6SD06058	\$1,526.68	Υ	5Y Assoc	Dell Rapids SD	57022	7/20/1999	7/20/2004	3170	190.2	3360.2	\$270.00	\$410.89
6SD86116			7 YEAR	Blunt SD	57522	7/20/1999	7/20/2006	3170	190.2	3360.2	\$270.00	\$1,121.51
6SD51762	\$1,415.38	Υ	5Y Assoc	Miller SD	57362	7/22/1999	7/22/2004	3170	190.2	3360.2	\$270.00	\$414.36
6SD03077			7 YEAR	Rosco SD	57471	8/2/1999	8/2/2006	3170	190.2	3360.2	\$270.00	\$1,137.63
6SD40553	\$1,251.19	Υ	5 YEAR	Aberdeen SD	57401	8/4/1999	8/4/2004	3170	190.2	3360.2	\$270.00	\$436.92
6SD66984	\$1,808.77	Υ	7 YEAR	Columbia SD	57433	8/5/1999	8/5/2006	3170	190.2	3360.2	\$270.00	\$1,141.35
6SD03239	\$1,326.18	Υ	7 YEAR	Henry SD	57243	9/1/1999	9/1/2006	3170	190.2	3360.2	\$270.00	\$1,174.82
6SD96362			7 YEAR	Kennebec SD	57544	9/1/1999	9/1/2006	3170	190.2	3360.2	\$270.00	\$1,174.82
6SD48782			7 YEAR	Lennox SD	57039	9/4/1999	9/4/2006	3170	190.2	3360.2	\$270.00	\$1,178.54
6SD24773			7 YEAR	Freeman SD	57029	9/5/1999	9/5/2006	3170	190.2	3360.2	\$270.00	\$1,179.78
6SD41082	\$1,518.96	Υ	7 YEAR	Huron SD	57350	9/6/1999	9/6/2006	3170	190.2	3360.2	\$270.00	\$1,181.02
6SD37316	\$1,458.67	Υ	5Y Assoc	Wessington SD	57381	9/8/1999	9/8/2004	3170	190.2	3360.2	\$270.00	\$497.65
6SD58130			5Y Assoc	Seneca SD	57473	9/8/1999	9/8/2004	3170	190.2	3360.2	\$270.00	\$497.65
6SD75836			5Y Assoc	Leola SD	57456	9/14/1999	9/14/2004	3170	190.2	3360.2	\$270.00	\$508.06
6SD81404			5Y Assoc	Leola SD	57456	9/14/1999	9/14/2004	3170	190.2	3360.2	\$270.00	\$508.06

6SD15588			5Y Assoc	Garden City SD	57236	9/15/1999	9/15/2004	3170	190.2	3360.2	\$270.00	\$509.79
6SD19960			5Y Assoc	Garden City SD	57236	9/15/1999	9/15/2004	3170	190.2	3360.2	\$270.00	\$509.79
6SD83157	\$1,686.11	Υ	5Y Assoc	Highmore SD	57345	9/16/1999	9/16/2004	3170	190.2	3360.2	\$270.00	\$511.53
6SD19049	\$1,410.54	Υ	5Y Assoc	Wessington SD	57381	9/17/1999	9/17/2004	3170	190.2	3360.2	\$270.00	\$513.26
6SD48361			7 YEAR	Lake Preston SD	57249	9/17/1999	9/17/2006	3170	190.2	3360.2	\$270.00	\$1,194.65
6SD21005	\$1,715.09	Υ	5Y Assoc	Miller SD	57362	9/20/1999	9/20/2004	3170	190.2	3360.2	\$270.00	\$518.47
6SD02953			5Y Assoc	Huron SD	57350	9/20/1999	9/20/2004	3170	190.2	3360.2	\$270.00	\$518.47
6SD11233			5Y Assoc	Claremont SD	57432	9/20/1999	9/20/2004	3170	190.2	3360.2	\$270.00	\$518.47
6SD52382			5Y Assoc	Huron SD	57350	9/20/1999	9/20/2004	3170	190.2	3360.2	\$270.00	\$518.47
6SD59113			5Y Assoc	Huron SD	57350	9/20/1999	9/20/2004	3170	190.2	3360.2	\$270.00	\$518.47
6SD21798	\$1,407.89	Υ	7 YEAR	Highmore SD	57345	9/21/1999	9/21/2006	3170	190.2	3360.2	\$270.00	\$1,199.61
6SD13626			7 YEAR	Seneca SD	57473	9/21/1999	9/21/2006	3170	190.2	3360.2	\$270.00	\$1,199.61
6SD59550	\$1,705.24	Υ	7 YEAR	Miller SD	57362	9/22/1999	9/22/2006	3170	190.2	3360.2	\$270.00	\$1,200.85
6SD39563			7 YEAR	Lake Preston SD	57249	9/22/1999	9/22/2006	3170	190.2	3360.2	\$270.00	\$1,200.85
6SD26308			5Y Assoc	Alexandria SD	57311	9/23/1999	9/23/2004	3170	190.2	3360.2	\$270.00	\$523.67
6SD27962			5Y Assoc	Alexandria SD	57311	9/23/1999	9/23/2004	3170	190.2	3360.2	\$270.00	\$523.67
6SD18975	\$1,590.70	Υ	5Y Assoc	Mitchell SD	57301	9/24/1999	9/24/2004	3170	190.2	3360.2	\$270.00	\$525.41
6SD17358	\$1,694.19	Υ	5Y Assoc	Mitchell SD	57301	9/24/1999	9/24/2004	3170	190.2	3360.2	\$270.00	\$525.41
6SD74547	\$1,742.66	Υ	7 YEAR	Viborg SD	57070	9/27/1999	9/27/2006	3170	190.2	3360.2	\$270.00	\$1,207.05
6SD60917	\$1,788.63	Υ	7 YEAR	Conde SD	57434	9/27/1999	9/27/2006	3170	190.2	3360.2	\$270.00	\$1,207.05
6SD07667	\$1,577.05	Υ	5 YEAR	Burke SD	57523	9/30/1999	9/30/2004	3170	190.2	3360.2	\$270.00	\$535.82
6SD64708			7 YEAR	lpswich SD.	57451	10/4/1999	10/4/2006	3170	190.2	3360.2	\$270.00	\$1,215.73
6SD31045	\$1,539.42	Υ	5Y Assoc	Olivet SD	57052	10/13/1999	10/13/2004	3170	190.2	3360.2	\$270.00	\$558.37
6SD39775	\$1,593.48	Υ	5Y Assoc	Olivet SD	57052	10/13/1999	10/13/2004	3170	190.2	3360.2	\$270.00	\$558.37
6SD35396	\$1,628.92	Υ	5Y Assoc	Olivet SD	57052	10/13/1999	10/13/2004	3170	190.2	3360.2	\$270.00	\$558.37
6SD68061			5Y Assoc	Olivet SD	57052	10/13/1999	10/13/2004	3170	190.2	3360.2	\$270.00	\$558.37
6SD74359			5Y Assoc	Olivet SD	57052	10/13/1999	10/13/2004	3170	190.2	3360.2	\$270.00	\$558.37
6SD28145			7 YEAR	Wolsey SD	57384	10/15/1999	10/15/2006	3170	190.2	3360.2	\$270.00	\$1,229.37
6SD80000	\$1,112.04	Υ	3 YEAR	lpswich SD	57451	10/25/1999	10/25/2002	5519	331.14	5850.14	\$270.00	(\$1,486.47)
6SD21256	\$1,497.63	Υ	7 YEAR	Rosco SD	57471	10/25/1999	10/25/2006	3170	190.2	3360.2	\$270.00	\$1,241.76
6SD76716	\$1,622.32	Υ	5 YEAR	Rapid City SD	57701	10/26/1999	10/26/2004	3170	190.2	3360.2	\$270.00	\$580.93
6SD84895	\$1,676.88	Υ	7 YEAR	Woonsocket SD	57385	10/26/1999	10/26/2006	3170	190.2	3360.2	\$270.00	\$1,243.00
6SD44012	\$1,488.65	Υ	5Y Assoc	Delmont SD.	57330	10/28/1999	10/28/2004	3170	190.2	3360.2	\$270.00	\$584.40
6SD49258	\$1,795.34	Υ	5Y Assoc	Delmont SD.	57330	10/28/1999	10/28/2004	3170	190.2	3360.2	\$270.00	\$584.40
6SD92534			3 YEAR	Faulkton SD	57438	10/29/1999	10/29/2002	5519	331.14	5850.14	\$270.00	(\$1,466.32)
6SD03280	\$2,031.19	Υ	5Y Assoc	Wessington Spring	57382	11/1/1999	11/1/2004	3170	190.2	3360.2	\$270.00	\$591.34
6SD01530			7 YEAR	Wessington Springs	57382	11/1/1999	11/1/2006	3170	190.2	3360.2	\$270.00	\$1,250.44

6SD62121	\$3,022.34 Y	5Y Assoc	Madison SD	57042 11/2/1999 11/2/2004	3170	190.2	3360.2	\$270.00	\$593.08
6SD55925	\$3,132.98 Y		Madison SD	57042 11/2/1999 11/2/2004	3170	190.2	3360.2	\$270.00	\$593.08
6SD22308	, . ,	5Y Assoc	Artesian SD	57314 11/2/1999 11/2/2004	3170	190.2	3360.2	\$270.00	\$593.08
6SD34885	\$1,651.83 Y	7 YEAR	Harold SD	57536 11/4/1999 11/4/2006	3170	190.2	3360.2	\$270.00	\$1,254.16
6SD06889	\$1,655.59 Y		Harrold SD.	57536 11/6/1999 11/6/2004	3170	190.2	3360.2	\$270.00	\$600.02
6SD47491	\$1,491.73 Y		Chamberlain SD	57370 11/9/1999 11/9/2004	3170	190.2	3360.2	\$270.00	\$605.22
6SD16962	\$1,611.94 Y		Chamberlain SD	57325 11/9/1999 11/9/2006	3170	190.2	3360.2	\$270.00	\$1,260.36
6SD42931	\$2,316.57 Y		Gregory SD	57533 11/9/1999 11/9/2006	3170	190.2	3360.2	\$270.00	\$1,260.36
6SD46166	\$2,949.14 Y		lpswich SD.	57451 11/9/1999 11/9/2006	3170	190.2	3360.2	\$270.00	\$1,260.36
6SD51128	\$1,484.57 Y		Castlewood SD	57223 11/12/1999 11/12/2004	3170	190.2	3360.2	\$270.00	\$610.43
6SD55016	\$2,053.72 Y		Castlewood SD	57223 11/12/1999 11/12/2004	3170	190.2	3360.2	\$270.00	\$610.43
6SD21291	\$2,564.15 Y		Burke SD	57523 11/19/1999 11/19/2004	3170	190.2	3360.2	\$270.00	\$622.57
6SD68220	\$1,561.53 Y		Flandreau SD	57028 11/24/1999 11/24/2006	3170	190.2	3360.2	\$270.00	\$1,278.96
6SD20672	\$1,472.92 Y		Sioux Falls SD	57106 11/26/1999 11/26/2004	3170	190.2	3360.2		\$634.72
6SD11293	\$1,571.55 Y		Revillo SD	57259 11/26/1999 11/26/2004	3170	190.2	3360.2	\$270.00	\$634.72
6SD15143	\$1,936.84 Y		Sioux Falls SD	57106 11/26/1999 11/26/2004	3170	190.2	3360.2	•	\$634.72
6SD05801	\$1,567.84 Y		Pukwanna SD	57370 12/4/1999 12/4/2006	3170	190.2	3360.2	\$270.00	\$1,291.35
6SD49568	\$1,558.25 Y		Aberdeen SD	57401 12/6/1999 12/6/2006	3170	190.2	3360.2		\$1,293.83
6SD07612	\$2,372.12 Y		Miller SD	57362 12/6/1999 12/6/2006	3170	190.2	3360.2		\$1,293.83
6SD13408	,	7 YEAR	Aberdeen SD	57401 12/6/1999 12/6/2006	3170	190.2	3360.2		\$1,293.83
6SD34588	\$1,678.75 Y	7 YEAR	Wessinton SD	57381 12/7/1999 12/7/2006	3170	190.2	3360.2		\$1,295.07
6SD16904	\$2,167.30 Y		Wakonda SD	57073 12/10/1999 12/10/2004	3170	190.2	3360.2	\$270.00	• •
6SD70751	\$1,580.82 Y		Miller SD	57362 12/10/1999 12/10/2006	3170	190.2	3360.2	\$270.00	\$1,298.79
6SD17263	\$1,563.11 Y	7 YEAR	Salem SD	57058 12/14/1999 12/14/2006	3170	190.2	3360.2	\$270.00	\$1,303.75
6SD84303	\$2,102.50 Y		Sioux Falls SD	57106 12/14/1999 12/14/2006	3170	190.2	3360.2	\$270.00	\$1,303.75
6SD16872	\$1,553.21 Y	5Y Assoc	Miller SD	57362 12/17/1999 12/17/2004	3170	190.2	3360.2	\$270.00	\$671.16
6SD20957	\$1,907.36 Y	5Y Assoc	Miller SD	57362 12/17/1999 12/17/2004	3170	190.2	3360.2	\$270.00	\$671.16
6SD80952	\$2,390.87 Y	7 YEAR	Henry SD	57243 12/18/1999 12/18/2006	3170	190.2	3360.2	\$270.00	\$1,308.71
6SD57296	\$1,636.45 Y	7 YEAR	Onaka SD	57466 12/20/1999 12/20/2006	3170	190.2	3360.2	\$270.00	\$1,311.19
6SD77266	\$1,647.41 Y	7 YEAR	Winner SD.	57580 12/20/1999 12/20/2006	3170	190.2	3360.2	\$270.00	\$1,311.19
6SD16395	\$1,753.34 Y	5Y Assoc	Gettysburg SD	57442 12/22/1999 12/22/2004	3170	190.2	3360.2	\$270.00	\$679.83
6SD55298	\$1,639.40 Y	7 YEAR	Webster SD	57274 12/22/1999 12/22/2006	3170	190.2	3360.2	\$270.00	\$1,313.67
6SD05540	\$1,652.55 Y	7 YEAR	Mobridge SD	57601 12/22/1999 12/22/2006	3170	190.2	3360.2	\$270.00	\$1,313.67
6SD16439	\$1,811.90 Y	7 YEAR	Rosco SD	57471 12/23/1999 12/23/2006	3170	190.2	3360.2	\$270.00	\$1,314.91
6SD47606	\$1,641.03 Y	5Y Assoc	Wessington SD	57381 12/24/1999 12/24/2004	3170	190.2	3360.2	\$270.00	
6SD45415	\$1,648.90 Y	5Y Assoc	Wessington Spring	57382 12/30/1999 12/30/2004	3170	190.2	3360.2	\$270.00	\$693.71
6SD12734	\$2,911.74 Y	7 YEAR	MILLER SD	57362 12/30/1999 12/30/2006	3170	190.2	3360.2	\$270.00	\$1,323.59
		•							

6SD11280	\$2,216.34 Y	5Y Assoc	Bowdle SD.	57428	3/10/2000	3/10/2005	3170	190.2	3360.2	\$270.00	\$815.76
6SD40816		5Y Assoc	Fort Thompson SD	57339	3/10/2000	3/10/2005	3170	190.2	3360.2	\$270.00	\$815.76
6SD41934		5 YEAR	Huron SD	57350	3/11/2000	3/11/2005	3170	190.2	3360.2	\$270.00	\$817.50
6SD77821		5 YEAR	Highmore SD	57345	3/12/2000	3/12/2005	3170	190.2	3360.2	\$270.00	\$819.23
6SD95877	\$1,948.66 y	5 YEAR	Custer SD	57730	3/13/2000	3/13/2005	3170	190.2	3360.2	\$270.00	\$820.97
6SD15625		5Y Assoc	Wall SD	57790	3/13/2000	3/13/2005	3170	190.2	3360.2	\$270.00	\$820.97
6SD05589	\$1,965.31 y	3 YEAR	Custer SD	57730	3/14/2000	3/14/2003	5519	331.14	5850.14	\$270.00	(\$781.95)
6SD09351		5 YEAR	St. Onge SD	57779	3/15/2000	3/15/2005	3170	190.2	3360.2	\$270.00	\$824.44
6SD27072	\$3,400.29 y	3 YEAR	Rapid City SD	57702	3/16/2000	3/16/2003	5519	331.14	5850.14	\$270.00	(\$771.87)
6SD85261	\$1,785.86 y	5Y Assoc	Groton SD	57445	3/16/2000	3/16/2005	3170	190.2	3360.2	\$270.00	\$826.18
6SD65206	\$1,856.11 y	5Y Assoc	Dupree SD	57623	3/18/2000	3/18/2005	3170	190.2	3360.2	\$270.00	\$829.65
6SD20863	\$1,968.49 y	5 YEAR	Canton SD	57013	3/22/2000	3/22/2005	3170	190.2	3360.2	\$270.00	\$836.59
6SD94905		5Y Assoc	Rosco SD	57471	3/26/2000	3/26/2005	3170	190.2	3360.2	\$270.00	\$843.54
6SD71685	\$1,873.83 y	3 YEAR	Gettysburg SD	57442	4/1/2000	4/1/2003	5519	331.14	5850.14	\$270.00	(\$691.23)
6SD01703	\$1,879.34 y	3 YEAR	Highmore SD	57345	4/1/2000	4/1/2003	5519	331.14	5850.14	\$270.00	(\$691.23)
6SD10561	\$1,888.35 y	3 YEAR	Redfield SD	57469	4/1/2000	4/1/2003	5519	331.14	5850.14	\$270.00	(\$691.23)
6SD30481		5 YEAR	Highmore SD	57345	4/1/2000	4/1/2005	3170	190.2	3360.2	\$270.00	\$853.95
6SD84424	\$1,852.91 y	3 YEAR	Wentworth	57075	4/4/2000	4/4/2003	5519	331.14	5850.14	\$270.00	(\$676.11)
6SD00397		3 YEAR	Britton SD	57430	4/4/2000	4/4/2003	5519	331.14	5850.14	\$270.00	(\$676.11)
6SD56216	\$2,137.65 y	3 YEAR	Faulkton SD	57438	4/11/2000	4/11/2003	5519	331.14	5850.14	\$270.00	(\$640.83)
6SD47309	\$1,864.73 y	5 YEAR	Rosholt SD	57260	4/12/2000	4/12/2005	3170	190.2	3360.2	\$270.00	\$873.05
6SD07451	\$2,116.08 y	5 YEAR	Lowry SD	57472	4/24/2000	4/24/2005	3170	190.2	3360.2	\$270.00	\$893.88
6SD73406		5 YEAR	Aberdeen SD	57401	4/24/2000	4/24/2005	3170	190.2	3360.2	\$270.00	\$893.88
6SD14649	\$2,069.26 y	3 YEAR	Mobridge SD	57601	4/26/2000	4/26/2003	5519	331.14	5850.14	\$270.00	(\$565.22)
6SD91297	\$2,505.30 y	5 YEAR	Waubay SD	57273	4/29/2000	4/29/2005	3170	190.2	3360.2	\$270.00	\$902.56
6SD15294		5Y Assoc	Rosco SD	57471	5/11/2000	5/11/2005	3170	190.2	3360.2	\$270.00	\$923.40
6SD48345	\$2,057.85 y		Herried SD	57632	5/12/2000	5/12/2003	5519	331.14	5850.14	\$270.00	(\$484.58)
6SD57643	\$2,370.81 y	3 YEAR	Timber Lake SD	57656	5/16/2000	5/16/2003	5519	331.14	5850.14	\$270.00	(\$464.42)
6SD46642		5 YEAR	Highmore SD	57345	5/17/2000	5/17/2005	3170	190.2	3360.2	\$270.00	\$933.81
6SD94508	\$1,926.24 y	5Y Assoc	Wanblee SD	57577	5/18/2000	5/18/2005	3170	190.2	3360.2	\$270.00	\$935.55
6SD68130		5 YEAR	Clearfield SD	57580	5/18/2000	5/18/2005	3170	190.2	3360.2	\$270.00	\$935.55
6SD49819	\$1,995.17 y	5 YEAR	Hurmosa SD	57744	5/20/2000	5/20/2005	3170	190.2	3360.2	\$270.00	\$939.02
6SD24420	\$2,135.62 Y		Eagle Butte SD	57625	5/22/2000	5/22/2005	3170	190.2	3360.2	\$270.00	\$942.49
6SD08046	\$2,006.18 y	5 YEAR	Trail City SD	57657	5/23/2000	5/23/2005	3170	190.2	3360.2	\$270.00	\$944.23
6SD04250		5 YEAR	McLaughlin SD	57642	6/3/2000	6/3/2005	3170	190.2	3360.2	\$270.00	\$963.32
6SD57153	\$2,011.33 Y	5Y Assoc	Chamberlain SD	57370	6/5/2000	6/5/2005	3170	190.2	3360.2	\$270.00	\$966.80
6SD04848	\$2,010.56 Y	7 YEAR	Stickney SD	57375	6/6/2000	6/6/2007	3170	190.2	3360.2	\$270.00	\$1,520.16

6SD48845			5 YEAR	Highmore SD	57345	6/7/2000	6/7/2005	3170	190.2	3360.2	\$270.00	\$970.27
6SD82942	\$1,998.13 Y	,	7 YEAR	Gann Valley SD	57341	6/11/2000	6/11/2007	3170	190.2	3360.2	\$270.00	\$1,526.37
6SD30814	\$2,690.29 y		3 YEAR	Yankton SD	57078	6/13/2000	6/13/2003	5519	331.14	5850.14	\$270.00	(\$323.29)
6SD71429	\$1,995.60 Y	,	5 YEAR	Selby SD	57472	6/13/2000	6/13/2005	3170	190.2	3360.2	\$270.00	\$980.69
6SD23986			5Y Assoc	Onida SD	57564	6/14/2000	6/14/2005	3170	190.2	3360.2	\$270.00	\$982.42
6SD77002			5 YEAR	Alpena SD	57312	6/15/2000	6/15/2005	3170	190.2	3360.2	\$270.00	\$984.16
6SD00660	\$2,077.89 Y	,	5Y Assoc	Virgil SD	57379	6/26/2000	6/26/2005	3170	190.2	3360.2	\$270.00	\$1,003.25
6SD12699	\$2,428.07 Y	,	3 YEAR	McLaughlin SD	57642	6/29/2000	6/29/2003	5519	331.14	5850.14	\$270.00	(\$242.65)
6SD59883	\$2,379.32 Y	,	7 YEAR	Wood SD	57585	6/29/2000	6/29/2007	3170	190.2	3360.2	\$270.00	\$1,548.69
6SD26697	\$2,660.78 Y	,	3 YEAR	Gettysburg SD	57442	7/5/2000	7/5/2003	5519	331.14	5850.14	\$270.00	(\$212.41)
6SD19062	\$2,198.70 Y	,	5 YEAR	Mobridge SD	57601	7/7/2000	7/7/2005	3170	190.2	3360.2	\$270.00	\$1,022.35
6SD85664	\$2,386.84 Y	,	5 YEAR	White Horse SD	57661	7/7/2000	7/7/2005	3170	190.2	3360.2	\$270.00	\$1,022.35
6SD84812	\$2,453.75 Y	,	3 YEAR	Gettysburg SD	57442	7/8/2000	7/8/2003	5519	331.14	5850.14	\$270.00	(\$197.29)
6SD69930	\$1,940.14 Y	,	3 YEAR	Timber Lake SD	57656	7/12/2000	7/12/2003	5519	331.14	5850.14	\$270.00	(\$177.13)
6SD32670	\$2,678.09 Y	,	3 YEAR	Ferney SD	57439	7/12/2000	7/12/2003	5519	331.14	5850.14		(\$177.13)
6SD26232	\$3,621.05 Y	,	3 YEAR	Pierre SD	57501	7/12/2000	7/12/2003	5519	331.14	5850.14		(\$177.13)
6SD51998	\$2,068.01 Y	,	5 YEAR	Burke SD	57523	7/13/2000	7/13/2005	3170	190.2	3360.2		\$1,032.77
6SD21097	\$2,480.73 Y	,	5 YEAR	Murdo SD	57559	7/14/2000	7/14/2005	3170	190.2	3360.2	\$270.00	\$1,034.50
6SD82323	\$2,491.04 Y	,	5 YEAR	Wessington SD	57381	7/16/2000	7/16/2005	3170	190.2	3360.2		\$1,037.97
6SD09266			5 YEAR	Aberdeen SD	57401	7/16/2000	7/16/2005	3170	190.2	3360.2	\$270.00	\$1,037.97
6SD71902	\$2,065.64 Y	,	5Y Assoc	Fort Pierre SD	57532	7/17/2000	7/17/2005	3170	190.2	3360.2	\$270.00	\$1,039.71
6SD37579	\$2,294.02 Y	•	5 YEAR	Onida SD	57564	7/17/2000	7/17/2005	3170	190.2	3360.2	\$270.00	\$1,039.71
6SD14019	\$2,384.84 Y	,	5Y Assoc	Wessington SD	57381	7/17/2000	7/17/2005	3170	190.2	3360.2	\$270.00	\$1,039.71
6SD51801	\$2,587.59 Y	•	3 YEAR	Mobridge SD	57601	7/19/2000	7/19/2003	5519	331.14	5850.14	\$270.00	(\$141.85)
6SD98586	\$2,127.81 Y	,	5Y Assoc	Reva SD	57651	7/19/2000	7/19/2005	3170	190.2	3360.2	\$270.00	\$1,043.18
6SD85627	\$2,303.52 Y	•	5 YEAR	Pierre SD	57501	7/19/2000	7/19/2005	3170	190.2	3360.2	\$270.00	\$1,043.18
6SD11768	\$2,304.12 Y	,	5Y Assoc	Reva SD	57651	7/19/2000	7/19/2005	3170	190.2	3360.2	\$270.00	\$1,043.18
6SD46896	\$2,362.91 Y	•	5 YEAR	Mission SD	57555	7/19/2000	7/19/2005	3170	190.2	3360.2	\$270.00	\$1,043.18
6SD97658			5 YEAR	White River SD	57579	7/19/2000	7/19/2005	3170	190.2	3360.2		\$1,043.18
6SD67197	\$2,116.52 Y	•	5Y Assoc	Volga SD	57071	7/20/2000	7/20/2005	3170	190.2	3360.2		\$1,044.92
6SD40587	\$2,139.78 Y	,	5 YEAR	DeSmet SD	57231	7/20/2000	7/20/2005	3170	190.2	3360.2		\$1,044.92
6SD05714	\$1,983.00 Y	,	5 YEAR	Geddes SD	57342	7/26/2000	7/26/2005	3170	190.2	3360.2	\$270.00	\$1,055.33
6SD00883	\$2,430.87 Y		5 YEAR	Huron SD	57350	8/3/2000	8/3/2005	3170	190.2	3360.2		\$1,069.22
6SD10003	\$2,771.50 Y		3 YEAR	Mobridge SD	57601	8/14/2000	8/14/2003	5519	331.14	5850.14	\$270.00	
6SD18945	\$2,842.09 Y		3 YEAR	Mobridge SD	57601	8/14/2000	8/14/2003	5519	331.14	5850.14	\$270.00	
6SD14458	\$2,853.40 Y		3 YEAR	Mobridge SD	57601	8/14/2000	8/14/2003	5519	331.14	5850.14	\$270.00	
6SD05580	\$2,890.97 Y		3 YEAR	Mobridge SD	57601	8/14/2000	8/14/2003	5519	331.14	5850.14	\$270.00	·
												•

6SD23464	\$3,085.53 Y	•	3 YEAR	Mobridge SD	57601	8/14/2000	8/14/2003	5519	331.14	5850.14	\$270.00	(\$10.80)
6SD34412	\$2,588.79 Y	•	3 YEAR	Mobridge SD	57601	8/15/2000	8/15/2003	5519	331.14	5850.14	\$270.00	(\$5.76)
6SD29778	\$3,060.57 Y	•	3 YEAR	Mobridge SD	57601	8/15/2000	8/15/2003	5519	331.14	5850.14	\$270.00	(\$5.76)
6SD69274	\$2,583.61 Y	•	5 YEAR	Utica SD	57067	8/15/2000	8/15/2005	3170	190.2	3360.2	\$270.00	\$1,090.06
6SD66418			5 YEAR	Timber Lake SD	57656	8/17/2000	8/17/2005	3170	190.2	3360.2	\$270.00	\$1,093.53
6SD27304	\$2,233.82 Y	,	5 YEAR	Seneca SD.	57473	8/24/2000	8/24/2005	3170	190.2	3360.2	\$270.00	\$1,105.68
6SD48943	\$2,660.93 y		6 YEAR	Hosmer SD	57448	8/31/2000	8/31/2006	3170	190.2	3360.2	\$270.00	\$1,414.72
6SD49109			6 YEAR	Pierre SD	57532	9/1/2000	9/1/2006	3170	190.2	3360.2	\$270.00	\$1,416.17
6SD49276			6 YEAR	Pierre SD	57532	9/1/2000	9/1/2006	3170	190.2	3360.2	\$270.00	\$1,416.17
6SD21943	\$4,251.85 Y	,	4 YEAR	Mobridge SD	57601	9/2/2000	9/2/2004	5519	331.14	5850.14	\$270.00	\$1,378.62
6SD49443			6 YEAR	Burk SD	57523	9/2/2000	9/2/2006	3170	190.2	3360.2	\$270.00	\$1,417.62
6SD49776	\$2,193.91 Y	•	6 YEAR	Timber Lake SD	57656	9/6/2000	9/6/2006	3170	190.2	3360.2	\$270.00	\$1,423.41
6SD49609	\$2,202.73 Y	•	6 YEAR	Eagle Butte	57625	9/6/2000	9/6/2006	3170	190.2	3360.2	\$270.00	\$1,423.41
6SD49943	\$2,289.22 Y	,	6 YEAR	Tripp SD	57376	9/13/2000	9/13/2006	3170	190.2	3360.2	\$270.00	\$1,433.53
6SD22109	\$4,381.28 Y	,	4 YEAR	Hoven SD	57450	9/16/2000	9/16/2004	5519	331.14	5850.14	\$270.00	\$1,431.51
6SD50109	\$2,265.12 Y	,	6 YEAR	Hoven SD	57450	9/16/2000	9/16/2006	3170	190.2	3360.2	\$270.00	\$1,437.87
6SD50276	\$2,255.03 Y	•	6 YEAR	Avon SD	57315	9/18/2000	9/18/2006	3170	190.2	3360.2	\$270.00	\$1,440.77
6SD50443	\$2,260.54 Y	,	6 YEAR	Avon SD	57315	9/18/2000	9/18/2006	3170	190.2	3360.2	\$270.00	\$1,440.77
6SD22276			4 YEAR	Stockholm SD	57264	9/21/2000	9/21/2004	5519	331.14	5850.14	\$270.00	\$1,450.39
6SD22443			4 YEAR	Stockholm SD	57264	9/21/2000	9/21/2004	5519	331.14	5850.14	\$270.00	\$1,450.39
6SD50609	\$2,247.43 Y	,	6 YEAR	Seneca SD	57473	9/26/2000	9/26/2006	3170	190.2	3360.2	\$270.00	\$1,452.34
6SD50776	\$2,420.96 Y	•	6 YEAR	Preshoe SD	57568	9/27/2000	9/27/2006	3170	190.2	3360.2	\$270.00	\$1,453.79
6SD50943	\$2,264.76 Y	,	6 YEAR	Bowdle SD	57428	10/4/2000	10/4/2006	3170	190.2	3360.2	\$270.00	\$1,463.92
6SD22776	\$4,162.82 y		4 YEAR	Parker SD	57053	10/12/2000	10/12/2004	5519	331.14	5850.14	\$270.00	\$1,529.72
6SD22943	\$4,398.59 Y	•	4 YEAR	Scenic SD	57791	10/12/2000	10/12/2004	5519	331.14	5850.14	\$270.00	\$1,529.72
6SD23109	\$4,298.33 Y	•	4 YEAR	Pine Ridge SD	57770	10/14/2000	10/14/2004	5519	331.14	5850.14	\$270.00	\$1,537.28
6SD51109	\$2,493.41 Y	,	6 YEAR	Ludlow SD	57755	10/16/2000	10/16/2006	3170	190.2	3360.2	\$270.00	\$1,481.28
6SD51276	\$2,450.97 Y	′	6 YEAR	Hoven SD	57450	10/18/2000	10/18/2006	3170	190.2	3360.2	\$270.00	\$1,484.17
6SD23276	\$4,329.68 Y	′	4 YEAR	Mission SD	57555	10/19/2000	10/19/2004	5519	331.14	5850.14	\$270.00	\$1,556.17
6SD51609	\$2,450.92 Y	′	6 YEAR	Winner SD	57580	10/23/2000	10/23/2006	3170	190.2	3360.2	\$270.00	\$1,491.41
6SD51776	\$2,702.03 Y	′	6 YEAR	Winner SD	57580	10/23/2000	10/23/2006	3674.53	220.47	3895	\$270.00	\$1,771.75
6SD51443			6 YEAR	Chamberlain SD	57325	10/23/2000	10/23/2006	3170	190.2	3360.2	\$270.00	\$1,491.41
6SD51943	\$2,453.52 Y	,	6 YEAR	Hoven SD	57450	10/25/2000	10/25/2006	3170	190.2	3360.2	\$270.00	\$1,494.30
6SD52109			6 YEAR	Timber Lake SD	57656	10/29/2000	10/29/2006	3170	190.2	3360.2	\$270.00	\$1,500.09
6SD52276	\$2,451.04 Y			Bowdle SD	57428	11/1/2000	11/1/2006	3170	190.2	3360.2	\$270.00	\$1,504.43
6SD52443	\$2,603.61 Y			Dupree SD	57623	11/7/2000	11/7/2006	3170	190.2	3360.2	\$270.00	\$1,513.11
6SD23443	\$4,058.46 Y	•	4 YEAR	McLaughlin SD	57642	11/8/2000	11/8/2004	5519	331.14	5850.14	\$270.00	\$1,631.72

6SD52609		6 YEAR	Selby SD	57472 11/9/2000	11/9/2006	3170	190.2	3360.2	\$270.00	\$1,516.00
6SD52776	\$2,341.24 y	6 YEAR	Wood SD	57585 11/10/2000	11/10/2006	3170	190.2	3360.2	\$270.00	\$1,517.45
6SD52943		6 YEAR	Mitchell SD	57301 11/16/2000	11/16/2006	3170	190.2	3360.2	\$270.00	\$1,526.13
6SD21276	\$3,278.74 Y	3 YEAR	Mission	57555 11/21/2000	11/21/2003	5519	331.14	5850.14	\$270.00	\$488.18
6SD23609	\$3,280.58 Y	4 YEAR	Ft. Pierre SD	57532 11/22/2000	11/22/2004	5519	331.14	5850.14	\$270.00	\$1,684.60
6SD21443	\$2,521.12 Y	3 YEAR	Wessington Springs	57382 12/1/2000	12/1/2003	3170	190.2	3360.2	\$270.00	\$194.43
6SD53276		6 YEAR	Trail City SD	57657 12/6/2000	12/6/2006	1837.65	110.26	1947.91	\$270.00	\$787.99
6SD53443	\$2,574.68 Y	6 YEAR	Egan SD	57024 12/27/2000	12/27/2006	3170	190.2	3360.2	\$270.00	\$1,585.45
6SD53609	\$2,722.74 Y	6 YEAR	Mobridge SD	57601 1/10/2001	1/10/2007	3170	190.2	3360.2	\$270.00	\$1,605.71
6SD53776	\$2,574.00 Y	6 YEAR	St. Lawrence SD	57373 1/11/2001	1/11/2007	3170	190.2	3360.2	\$270.00	\$1,607.15
6SD53943		6 YEAR	St. Lawrence SD	57373 1/13/2001	1/13/2008	3160.38	189.62	3350	\$270.00	\$1,787.99
6SD23776	\$4,471.44 y	4 YEAR	Isabel SD	57633 1/14/2001	1/14/2007	5519	331.14	5850.14	\$270.00	\$3,005.70
6SD54109		6 YEAR	Miller SD	57362 1/15/2001	1/15/2008	3170	190.2	3360.2	\$270.00	\$1,796.73
6SD54276		6 YEAR	St. Lawrence SD	57373 1/15/2001	1/15/2008	3160.38	189.62	3350	\$270.00	\$1,790.46
6SD54443	\$2,768.10 Y	6 YEAR	Lemmon SD	57638 1/19/2001	1/19/2007	3170	190.2	3360.2	\$270.00	\$1,618.73
6SD54609	\$2,768.66 Y	6 YEAR	Morristown SD	57645 1/23/2001	1/23/2007	3170	190.2	3360.2	\$270.00	\$1,624.51
6SD54776	\$2,767.33 Y	6 YEAR	Soiux Falls SD	57106 2/11/2001	2/11/2007	3170	190.2	3360.2	\$270.00	\$1,652.00
6SD54943	\$2,813.45 Y	6 YEAR	Cresbard SD	57435 2/16/2001	2/16/2007	3170	190.2	3360.2	\$270.00	\$1,659.24
6SD55109		6 YEAR	Sisseton SD	57262 2/20/2001	2/20/2007	3170	190.2	3360.2	\$270.00	\$1,665.03
6SD55276	\$2,813.45 Y		Groton SD	57445 2/22/2001	2/22/2007	3170	190.2	3360.2	\$270.00	\$1,667.92
6SD55443	\$2,812.59 Y	6 YEAR	Mitchell SD	57301 3/15/2001	3/15/2007	3170	190.2	3360.2	\$270.00	\$1,698.30
6SD33443	\$4,579.34 y	5 YEAR	Redfield SD	57469 3/20/2001	3/20/2006	5519	331.14	5850.14	\$270.00	\$2,753.74
6SD23943		4 YEAR	Warner SD	57479 3/21/2001	3/21/2005	2700	162	2862	\$270.00	\$906.15
6SD33609		5 YEAR	Redfield SD	57469 4/2/2001	4/2/2006	2700	162	2862	\$270.00	\$1,228.49
6SD55609	\$2,627.71 y	6 YEAR	White River	57579 4/3/2001	4/3/2008	3170	190.2	3360.2	\$270.00	\$1,893.86
6SD55776		6 YEAR	McLaughlin SD	57642 4/10/2001	4/10/2007	3170	190.2	3360.2	\$270.00	\$1,735.92
6SD55943	\$2,621.74 y	6 YEAR	Canton SD	57013 4/16/2001	4/16/2007	3170	190.2	3360.2	\$270.00	\$1,744.60
6SD24109	\$4,881.43 y	4 YEAR	Keldron SD	57634 4/18/2001	4/18/2005	5519	331.14	5850.14	\$270.00	\$2,239.90
6SD56109	\$2,503.69 y	6 YEAR	Bowdle SD	57428 4/18/2001	4/18/2007	3170	190.2	3360.2	\$270.00	\$1,747.49
6SD56276	\$2,688.40 y	6 YEAR	Medow SD	57644 4/19/2001	4/19/2007	3170	190.2	3360.2	\$270.00	\$1,748.94
6SD24276		4 YEAR	Elkton SD	57026 4/20/2001	4/20/2005	2700	162	2862	\$270.00	\$961.59
6SD24443	\$5,112.55 y	4 YEAR	Miller SD	57362 4/27/2001	4/27/2005	5519	331.14	5850.14	\$270.00	\$2,273.90
6SD33776		5 YEAR	Miller SD	57362 4/27/2001	4/27/2006	2700	162	2862	\$270.00	\$1,265.46
6SD56443		6 YEAR	Twin Brooks SD	57269 4/30/2001	4/30/2007	3170	190.2	3360.2	\$270.00	\$1,764.86
6SD21609	\$4,886.93 y	3 YEAR	Plankington	57368 5/11/2001	5/11/2004	5519	331.14	5850.14	\$270.00	\$1,353.60
6SD24609	\$5,104.28 y	4 YEAR	Timber Lake SD	57656 5/14/2001	5/14/2005	5519	331.14	5850.14	\$270.00	\$2,338.12
6SD21776		3 YEAR	Mobridge SD	57601 5/21/2001	5/21/2004	2700	162	2862	\$270.00	\$548.93

6SD56776 \$2,735.66 y 6 YEAR Westport SD 57481 5/22/2007 512/2007 3170 190.2 3360.2 \$270.00 \$1 6SD56690 \$2,735.13 y 6 YEAR Hoven SD 57450 5/22/2001 5/22/2007 27/24001 5/22/2007 3170 190.2 3360.2 \$270.00 \$1 6SD56943 \$2,740.30 y 6 YEAR Milbank SD 57525 5/24/2001 5/24/2001 5/24/2001 2/24/2005 270 190.2 3360.2 \$270.00 \$1 6SD16994 \$3,888.65 y 3 Year Residential Blunt SD 57522 6/1/2001 6/1/2004 5519 31.14 5860.2 \$270.00 \$1 6SD11506 \$2,751.80 y 5 Year Residential Faulkton SD 57652 6/1/2001 6/1/2004 3170 190.2 3360.2 \$270.00 \$1 6SD12756 \$2,873.18 y 5 Year Residential Redikton SD 57656 6/1/2001 6/1/2004 5717 6/1/3/2006 3170 190.2 3360.2 \$														
68D24776 4 YEAR Milbank SD 57252 524/2001 5/24/2005 270 162 2862 \$270.00 516 68D56943 \$2,740.30 y 6 YEAR Bowdle SD 57428 5/29/2001 6/29/2007 3170 190.2 3360.2 \$270.00 \$16 68D10404 \$3,888.65 y 3 Year Residential Ridgevelw SD 57652 6/1/2001 6/1/2004 5519 331.14 5850.14 \$270.00 \$1 68D11358 \$2,751.80 y 5 Year Residential Ridgevelw SD 57656 6/7/2001 6/6/2006 3170 190.2 3360.2 \$270.00 \$1 68D12056 \$4,475.18 y 5 Year Residential Senca SD 57438 6/6/2001 6/712004 5519 331.14 6850.14 \$270.00 \$1 68D15004 \$2,873.18 y 5 Year Residential Redfield SD 57458 7/12/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 68D1660 \$2,898.45	SD56776	6776 \$2	2,733.66	у	6 YEAR	Westport SD	57481	5/22/2001	5/22/2007	3170	190.2	3360.2	\$270.00	\$1,796.69
September Sept	SD56609	6609 \$2	2,735.13	у	6 YEAR	Hoven SD	57450	5/22/2001	5/22/2007	3170	190.2	3360.2	\$270.00	\$1,796.69
6SD10044 \$3,888.65 y 3 Year Commercial 5 Year Residential Facility Blunt SD 57522 6/1/2001 6/1/2004 5519 331.14 5850.14 \$270.00 \$1 6SD10916 5 Year Residential \$2,873.18 Faulkton SD 57656 6/6/2001 6/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD12016 \$4,475.18 y 5 Year Residential Seneca SD 57438 6/13/2001 6/13/2006 3170 190.2 3360.2 \$270.00 \$1 6SD12755 5 Year Residential Seneca SD 57438 6/13/2001 6/18/2006 3170 190.2 3360.2 \$270.00 \$1 6SD15004 5 Year Residential Seneca SD 57438 6/18/2001 6/18/2006 3170 190.2 3360.2 \$270.00 \$1 6SD15004 5 Year Residential Seneca SD 57469 7/12/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16606 5 Year Residential Sloux Falls SD	SD24776	4776			4 YEAR	Milbank SD	57252	5/24/2001	5/24/2005	2700	162	2862	\$270.00	\$1,024.42
6SD10691 Fyear Residential Ridgeveiw SD 57652 6/5/2001 6/5/2006 3170 190.2 3360.2 \$270.00 \$1 6SD11358 \$2,751.80 y 5 Year Residential Faulkton SD 57438 6/6/2001 6/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD12046 \$2,873.18 y 5 Year Residential TimberLake SD 57656 6/7/2001 6/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD15004 5 7 Assoc Huron SD 57350 6/18/2001 6/18/2006 3170 190.2 3360.2 \$270.00 \$1 6SD15034 \$2,972.67 y 5 Year Residential Redfield SD 57469 7/12/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16534 \$2,972.67 y 5 Year Residential Nellette SD 57467 7/19/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD17438 \$2,97	SD56943	6943 \$2	2,740.30	у	6 YEAR	Bowdle SD	57428	5/29/2001	5/29/2007	3170	190.2	3360.2	\$270.00	\$1,806.81
6SD11358 \$2,751.80 y 5 Year Residential feathers Faulkton SD 57438 6/6/2001 6/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD12015 \$4,475.18 y 3 Year Commercial TimberLake SD 57656 6/7/2001 6/7/2004 5519 331.14 5850.14 \$270.00 \$1 6SD12755 5 Year Residential Sencea SD 57473 6/13/2001 6/18/2006 3170 190.2 3360.2 \$270.00 \$1 6SD15795 \$2,898.45 y 5 Year Residential Tolstoy SD 57465 7/12/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16534 \$2,972.67 y 5 Year Residential Mellette SD 57461 7/27/2001 7/27/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16606 \$2,972.67 y 5 Year Residential Sicus Falls SD 57105 7/30/2001 7/20/2006 3170 190.2 3360.2 \$270.00 \$	SD10044	0044 \$3	3,888.65	у	3 Year Commercial	Blunt SD	57522	6/1/2001	6/1/2004	5519	331.14	5850.14	\$270.00	\$1,459.35
6SD12015 \$4,475.18 y 3 Year Commercial TimberLake SD 57656 6/7/2001 6/7/2004 5519 331.14 5850.14 \$270.00 \$1 6SD12046 \$2,873.18 y 5 Year Residential Seneca SD 57473 6/13/2001 6/13/2006 3170 190.2 3360.2 \$270.00 \$1 6SD150504 S. Year Residential Redfield SD 57469 7/12/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16534 \$2,988.45 y 5 Year Residential Mellette SD 57461 7/12/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16343 \$2,972.67 y 5 Year Residential Mellette SD 57461 7/20/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16806 S. Year Residential Mellette SD 57461 7/20/2001 7/30/2001 3170 190.2 3360.2 \$270.00 \$1 6SD189163 \$5,1	SD10691	0691			5 Year Residential	Ridgeveiw SD	57652	6/5/2001	6/5/2006	3170	190.2	3360.2	\$270.00	\$1,600.45
6SD12046 \$2,873.18 y 5 Year Residential Seneca SD 57473 6/13/2001 6/13/2006 3170 190.2 3360.2 \$270.00 \$1 6SD12755 5Y Assoc Huron SD 57350 6/18/2001 6/18/2006 3170 190.2 3360.2 \$270.00 \$1 6SD15004 5 Year Residential Redfield SD 57469 7/12/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16534 \$2,998.45 y 5 Year Residential Mellette SD 57461 7/19/2001 7/19/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16634 \$2,972.67 y 5 Year Residential Mellette SD 57461 7/27/2001 7/27/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16606 5 Year Residential Sioux Falls SD 57373 8/17/2001 8/17/2006 3170 190.2 3360.2 \$270.00 \$1 6SD18639 \$4,611.96 y 3 Year Commercial </td <td>SSD11358</td> <td>1358 \$2</td> <td>2,751.80</td> <td>у</td> <td>5 Year Residential</td> <td>Faulkton SD</td> <td>57438</td> <td>6/6/2001</td> <td>6/6/2006</td> <td>3170</td> <td>190.2</td> <td>3360.2</td> <td>\$270.00</td> <td>\$1,602.19</td>	SSD11358	1358 \$2	2,751.80	у	5 Year Residential	Faulkton SD	57438	6/6/2001	6/6/2006	3170	190.2	3360.2	\$270.00	\$1,602.19
6SD12755 5Y Assoc Huron SD 57350 6/18/2001 6/18/2006 3170 190.2 3360.2 \$270.00 \$1 6SD15004 5 Year Residential Redfield SD 57469 7/12/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD15795 \$2,898.45 y 5 Year Residential Mellette SD 57461 7/12/2001 7/19/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16534 \$2,972.67 y 5 Year Residential Mellette SD 57461 7/19/2001 7/19/2006 3170 190.2 3360.2 \$270.00 \$1 6SD17438 5 Year Residential Sicux Falls SD 57105 7/30/2001 8/17/2006 3170 190.2 3360.2 \$270.00 \$1 6SD182090 \$4,611.96 y 3 Year Commercial Aberdeen SD 57401 8/21/2001 8/21/2004 5519 331.14 5850.14 \$270.00 \$1 6SD19163 \$5,118.13 y 3 Year Commerci	SD12015	2015 \$4	4,475.18	у	3 Year Commercial	TimberLake SD	57656	6/7/2001	6/7/2004	5519	331.14	5850.14	\$270.00	\$1,489.56
6SD15004 5 Year Residential Redfield SD 57469 7/12/2001 7/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD15795 \$2,898.45 y 5 Year Residential Tolstoy SD 57475 7/19/2001 7/19/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16534 \$2,972.67 y 5 Year Residential Mellette SD 57461 7/27/2001 7/27/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16606 Formal Residential Sicux Falls SD 57105 7/30/2001 7/30/2006 3170 190.2 3360.2 \$270.00 \$1 6SD1818290 \$4,611.96 y 3 Year Commercial Aberdeen SD 57401 8/21/2001 8/21/2004 5519 331.14 5850.14 \$270.00 \$1 6SD184866 \$4,635.43 y 3 Year Commercial Aberdeen SD 57201 8/31/2004 8/31/2004 5519 331.14 5850.14 \$270.00 \$1 6SD19163	SD12046	2046 \$2	2,873.18	у	5 Year Residential	Seneca SD	57473	6/13/2001	6/13/2006	3170	190.2	3360.2	\$270.00	\$1,614.34
6SD15795 \$2,898.45 y 5 Year Residential Tolstoy SD 57475 7/19/2001 7/19/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16534 \$2,972.67 y 5 Year Residential Mellette SD 57461 7/27/2001 7/27/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16606 Separ Residential 5 Year Residential Sioux Falls SD 57105 7/30/2001 7/30/2006 3170 190.2 3360.2 \$270.00 \$1 6SD18290 \$4,611.96 y 3 Year Commercial Aberdeen SD 57401 8/21/2001 8/31/2004 5519 331.14 5850.14 \$270.00 \$1 6SD19102 5 Year Residential Dante SD. 57329 9/5/2001 9/5/2006 3170 190.2 3360.2 \$270.00 \$1 6SD19163 \$5,118.13 y 3 Year Commercial Aberdeen SD 57401 9/6/2001 9/6/2004 5519 331.14 5850.14 \$270.00 \$1	SD12755	2755			5Y Assoc	Huron SD	57350	6/18/2001	6/18/2006	3170	190.2	3360.2	\$270.00	\$1,623.02
6SD16534 \$2,972.67 y 5 Year Residential Mellette SD 57461 7/27/2001 7/27/2006 3170 190.2 3360.2 \$270.00 \$1 6SD16606 5 Year Residential Sioux Falls SD 57105 7/30/2001 7/30/2006 3170 190.2 3360.2 \$270.00 \$1 6SD17438 5 Year Residential St. Lawerence SD 57373 8/17/2001 8/17/2006 3170 190.2 3360.2 \$270.00 \$1 6SD18290 \$4,611.96 y 3 Year Commercial Aberdeen SD 57401 8/21/2001 8/21/2004 5519 331.14 5850.14 \$270.00 \$1 6SD19102 5 Year Residential Dante SD. 57329 9/5/2001 9/5/2006 3170 190.2 3360.2 \$270.00 \$1 6SD19163 \$5,118.13 y 3 Year Commercial Aberdeen SD 57401 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD209163 \$2,901.27 y 5 Ye	3SD15004	5004			5 Year Residential	Redfield SD	57469	7/12/2001	7/12/2006	3170	190.2	3360.2	\$270.00	\$1,664.68
6SD16606 Fyear Residential Sioux Falls SD 57105 7/30/2001 7/30/2006 3170 190.2 3360.2 \$270.0 \$1 6SD17438 5 Year Residential 5 Year Residential St. Lawerence SD 57373 8/17/2001 8/17/2006 3170 190.2 3360.2 \$270.00 \$1 6SD18290 \$4,611.96 y 3 Year Commercial Aberdeen SD 57401 8/21/2001 8/21/2004 5519 331.14 5850.14 \$270.00 \$1 6SD19102 5 Year Residential Dante SD. 57329 9/5/2001 9/5/2006 3170 190.2 3360.2 \$270.00 \$1 6SD19103 \$5,118.13 y 3 Year Commercial Aberdeen SD 57401 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD209071 \$3,026.66 y 5 Year Residential Sioux Falls SD 57106 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD26868 \$2,901.27	3SD15795	5795 \$2	2,898.45	у	5 Year Residential	Tolstoy SD	57475	7/19/2001	7/19/2006	3170	190.2	3360.2	\$270.00	\$1,676.84
6SD17438 5 Year Residential St. Lawerence SD 57373 8/17/2001 8/17/2006 3170 190.2 3360.2 \$270.00 \$1 6SD18290 \$4,611.96 y 3 Year Commercial Aberdeen SD 57401 8/21/2001 8/21/2004 5519 331.14 5850.14 \$270.00 \$1 6SD18486 \$4,635.43 y 3 Year Commercial Watertown SD 57201 8/31/2001 8/31/2004 5519 331.14 5850.14 \$270.00 \$1 6SD19102 5 Year Residential Dante SD. 57329 9/5/2001 9/5/2006 3170 190.2 3360.2 \$270.00 \$1 6SD19103 \$5,118.13 y 3 Year Commercial Aberdeen SD 57401 9/6/2001 9/6/2004 5519 331.14 5850.14 \$270.00 \$1 6SD20057 \$2,901.69 y 5 Year Residential Sloux Falls SD 57106 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD290971 \$3	SSD16534	6534 \$2	2,972.67	у	5 Year Residential	Mellette SD	57461	7/27/2001	7/27/2006	3170	190.2	3360.2	\$270.00	\$1,690.72
6SD18290 \$4,611.96 y 3 Year Commercial Aberdeen SD 57401 8/21/2001 8/21/2004 5519 331.14 5850.14 \$270.00 \$1 6SD18486 \$4,635.43 y 3 Year Commercial Watertown SD 57201 8/31/2001 8/31/2004 5519 331.14 5850.14 \$270.00 \$1 6SD19102 5 Year Residential Dante SD. 57329 9/5/2001 9/5/2006 3170 190.2 3360.2 \$270.00 \$1 6SD19163 \$5,118.13 y 3 Year Commercial Aberdeen SD 57401 9/6/2001 9/6/2004 5519 331.14 5850.14 \$270.00 \$1 6SD2057 \$2,901.69 y 5 Year Residential Sioux Falls SD 57106 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD20971 \$3,026.66 y 5 Year Residential Rapid City SD 57703 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1	SD16606	6606			5 Year Residential	Sioux Falls SD	57105	7/30/2001	7/30/2006	3170	190.2	3360.2	\$270.00	\$1,695.93
6SD18486 \$4,635.43 y 3 Year Commercial Watertown SD 57201 8/31/2001 8/31/2004 5519 331.14 5850.14 \$270.00 \$1 6SD19102 5 Year Residential Dante SD. 57329 9/5/2001 9/5/2006 3170 190.2 3360.2 \$270.00 \$1 6SD20057 \$2,901.69 y 5 Year Residential Sioux Falls SD 57106 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD20971 \$3,026.66 y 5 Year Residential Rapid City SD 57703 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD26886 \$2,901.27 y 5 Year Residential Bath SD 57427 9/7/2001 9/7/2006 3170 190.2 3360.2 \$270.00 \$1 6SD28037 \$3,016.87 y 5 Year Residential Westport SD 57481 9/13/2001 9/13/2006 3170 190.2 3360.2 \$270.00 \$1 6SD29023 \$4,750.90 y 3 Year Commercial Mobridge SD 57601 9/19/2001 9/19/2004 5519 331.14 5850.14 \$270.00 \$2 6SD31241 \$2,947.06 y 5 Year Residential Tolstoy SD 57427 9/27/2001 9/29/2006 3170 190.2 3360.2 \$270.00 \$1 6SD31426 \$3,002.72 y 5 Year Residential Tolstoy SD 57475 9/29/2001 9/29/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD	SD17438	7438			5 Year Residential	St. Lawerence SD	57373	8/17/2001	8/17/2006	3170	190.2	3360.2	\$270.00	\$1,727.18
6SD19102 5 Year Residential Dante SD. 57329 9/5/2001 9/5/2006 3170 190.2 3360.2 \$270.00 \$1 6SD19163 \$5,118.13 y 3 Year Commercial Aberdeen SD 57401 9/6/2001 9/6/2004 5519 331.14 5850.14 \$270.00 \$1 6SD20057 \$2,901.69 y 5 Year Residential Sioux Falls SD 57106 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD20971 \$3,026.66 y 5 Year Residential Rapid City SD 57703 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD26886 \$2,901.27 y 5 Year Residential Bath SD 57427 9/7/2001 9/7/2006 3170 190.2 3360.2 \$270.00 \$1 6SD27944 5 Year Residential Onaka SD 57466 9/12/2001 9/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD28037 \$3,016.87 y 5 Year Residential Westport SD 57481 9/13/2001 9/13/2006 3170 190.2 3360.2 \$270.00 \$1 6SD29023 \$4,750.90 y 3 Year Commercial Mobridge SD 57601 9/19/2001 9/19/2004 5519 331.14 5850.14 \$270.00 \$2 6SD30121 5 Year Residential Bath SD 57427 9/27/2001 9/27/2006 3170 190.2 3360.2 \$270.00 \$1 6SD31241 \$2,947.06 y 5 Year Residential Tolstoy SD 57475 9/29/2001 9/29/2006 3170 190.2 3360.2 \$270.00 \$1 6SD31426 \$3,002.72 y 5 Year Residential Huron SD 57350 10/25/2001 10/25/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Wat	SD18290	8290 \$4	4,611.96	у	3 Year Commercial	Aberdeen SD	57401	8/21/2001	8/21/2004	5519	331.14	5850.14	\$270.00	\$1,867.23
6SD19163 \$5,118.13 y 3 Year Commercial Aberdeen SD 57401 9/6/2001 9/6/2004 5519 331.14 5850.14 \$270.00 \$1 6SD20057 \$2,901.69 y 5 Year Residential Sioux Falls SD 57106 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD20971 \$3,026.66 y 5 Year Residential Rapid City SD 57703 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1 6SD26886 \$2,901.27 y 5 Year Residential Bath SD 57427 9/7/2001 9/7/2006 3170 190.2 3360.2 \$270.00 \$1 6SD27944	SSD18486	8486 \$4	4,635.43	у	3 Year Commercial	Watertown SD	57201	8/31/2001	8/31/2004	5519	331.14	5850.14	\$270.00	\$1,917.59
6SD20057 \$2,901.69 y 5 Year Residential Sioux Falls SD 57106 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1,65D20971 \$3,026.66 y 5 Year Residential Bath SD 57427 9/7/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1,65D26886 \$2,901.27 y 5 Year Residential Bath SD 57427 9/7/2001 9/7/2006 3170 190.2 3360.2 \$270.00 \$1,65D27944 53,016.87 y 5 Year Residential Westport SD 57481 9/13/2001 9/13/2006 3170 190.2 3360.2 \$270.00 \$1,65D29023 \$4,750.90 y 3 Year Commercial Mobridge SD 57601 9/19/2001 9/19/2004 5519 331.14 5850.14 \$270.00 \$2,65D31241 \$2,947.06 y 5 Year Residential Bath SD 57427 9/27/2001 9/27/2006 3170 190.2 3360.2 \$270.00 \$1,65D31241 \$2,947.06 y 5 Year Residential Tolstoy SD 57427 9/27/2001 9/29/2006 3170 190.2 3360.2 \$270.00 \$1,65D31241 \$2,947.06 y 5 Year Residential Tolstoy SD 57475 9/29/2001 9/29/2006 3170 190.2 3360.2 \$270.00 \$1,65D31241 \$3,002.72 y 5 Year Residential Huron SD 57350 10/25/2001 10/25/2006 3170 190.2 3360.2 \$270.00 \$1,65D32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1,65D32381	SD19102	9102			5 Year Residential	Dante SD.	57329	9/5/2001	9/5/2006	3170	190.2	3360.2	\$270.00	\$1,760.16
6SD20971 \$3,026.66 y 5 Year Residential Rapid City SD 57703 9/6/2001 9/6/2006 3170 190.2 3360.2 \$270.00 \$1,000 \$1,	SD19163	9163 \$5	5,118.13	у	3 Year Commercial	Aberdeen SD	57401	9/6/2001	9/6/2004	5519	331.14	5850.14	\$270.00	\$1,947.80
6SD26886 \$2,901.27 y 5 Year Residential Bath SD 57427 9/7/2001 9/7/2006 3170 190.2 3360.2 \$270.00 \$1,6SD27944 5 Year Residential Westport SD 57466 9/12/2001 9/13/2006 3170 190.2 3360.2 \$270.00 \$1,6SD28037 \$3,016.87 y 5 Year Residential Westport SD 57481 9/13/2001 9/13/2006 3170 190.2 3360.2 \$270.00 \$1,6SD29023 \$4,750.90 y 3 Year Commercial Mobridge SD 57601 9/19/2001 9/19/2004 5519 331.14 5850.14 \$270.00 \$2,6SD30121 5 Year Residential Bath SD 57427 9/27/2001 9/27/2006 3170 190.2 3360.2 \$270.00 \$1,6SD31241 \$2,947.06 y 5 Year Residential Tolstoy SD 57475 9/29/2001 9/29/2006 3170 190.2 3360.2 \$270.00 \$1,6SD31426 \$3,002.72 y 5 Year Residential Huron SD 57350 10/25/2001 10/25/2006 3170 190.2 3360.2 \$270.00 \$1,6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1,50SD32381	SD20057	0057 \$2	2,901.69	у	5 Year Residential	Sioux Falls SD	57106	9/6/2001	9/6/2006	3170	190.2	3360.2	\$270.00	\$1,761.90
6SD27944 5 Year Residential Onaka SD 57466 9/12/2001 9/12/2006 3170 190.2 3360.2 \$270.00 \$1 6SD28037 \$3,016.87 y 5 Year Residential Westport SD 57481 9/13/2001 9/13/2006 3170 190.2 3360.2 \$270.00 \$1 6SD29023 \$4,750.90 y 3 Year Commercial Mobridge SD 57601 9/19/2001 9/19/2004 5519 331.14 5850.14 \$270.00 \$2 6SD30121 5 Year Residential Bath SD 57427 9/27/2001 9/27/2006 3170 190.2 3360.2 \$270.00 \$1 6SD31241 \$2,947.06 y 5 Year Residential Tolstoy SD 57475 9/29/2001 9/29/2006 3170 190.2 3360.2 \$270.00 \$1 6SD31426 \$3,002.72 y 5 Year Residential Huron SD 57350 10/25/2001 10/25/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381	SD20971	0971 \$3	3,026.66	у	5 Year Residential	Rapid City SD	57703	9/6/2001	9/6/2006	3170	190.2	3360.2	\$270.00	\$1,761.90
6SD28037 \$3,016.87 y 5 Year Residential Westport SD 57481 9/13/2001 9/13/2006 3170 190.2 3360.2 \$270.00 \$1,000 \$1,	SD26886	6886 \$2	2,901.27	у	5 Year Residential	Bath SD	57427	9/7/2001	9/7/2006	3170	190.2	3360.2	\$270.00	\$1,763.64
6SD29023 \$4,750.90 y 3 Year Commercial Mobridge SD 57601 9/19/2001 9/19/2004 5519 331.14 5850.14 \$270.00 \$2 6SD30121 5 Year Residential Bath SD 57427 9/27/2001 9/27/2006 3170 190.2 3360.2 \$270.00 \$1 6SD31241 \$2,947.06 y 5 Year Residential Tolstoy SD 57475 9/29/2001 9/29/2006 3170 190.2 3360.2 \$270.00 \$1 6SD31426 \$3,002.72 y 5 Year Residential Huron SD 57350 10/25/2001 10/25/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1 6SD32381	SD27944	7944			5 Year Residential	Onaka SD	57466	9/12/2001	9/12/2006	3170	190.2	3360.2	\$270.00	\$1,772.32
6SD30121 5 Year Residential Bath SD 57427 9/27/2001 9/27/2006 3170 190.2 3360.2 \$270.00 \$1,00	SD28037	8037 \$3	3,016.87	у	5 Year Residential	Westport SD	57481	9/13/2001	9/13/2006	3170	190.2	3360.2	\$270.00	\$1,774.05
6SD31241 \$2,947.06 y 5 Year Residential Tolstoy SD 57475 9/29/2001 9/29/2006 3170 190.2 3360.2 \$270.00 \$1,6SD31426 \$3,002.72 y 5 Year Residential Huron SD 57350 10/25/2001 10/25/2006 3170 190.2 3360.2 \$270.00 \$1,6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1,6SD32381	SD29023	9023 \$4	4,750.90	у	3 Year Commercial	Mobridge SD	57601	9/19/2001	9/19/2004	5519	331.14	5850.14	\$270.00	\$2,013.27
6SD31426 \$3,002.72 y 5 Year Residential Huron SD 57350 10/25/2001 10/25/2006 3170 190.2 3360.2 \$270.00 \$1,65D32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1,65D32381	SD30121	0121			5 Year Residential	Bath SD	57427	9/27/2001	9/27/2006	3170	190.2	3360.2	\$270.00	\$1,798.36
6SD32381 \$3,111.25 y 5 Year Residential Watertown SD 57201 10/26/2001 10/26/2006 3170 190.2 3360.2 \$270.00 \$1	SD31241	1241 \$2	2,947.06	у	5 Year Residential	Tolstoy SD	57475	9/29/2001	9/29/2006	3170	190.2	3360.2	\$270.00	\$1,801.83
	SD31426	1426 \$3	3,002.72	у	5 Year Residential		57350	10/25/2001	10/25/2006	3170	190.2	3360.2	\$270.00	\$1,846.97
	SD32381	2381 \$3	3,111.25	у	5 Year Residential	Watertown SD	57201	10/26/2001	10/26/2006	3170	190.2	3360.2	\$270.00	\$1,848.70
00D00041 0 Fedit Nesidetiliai Abeldeeti 3D 0740 F0/20/2000 10/20/2000 31/0 190.2 3300.2 \$2/0.00 \$1	SD33541	3541			5 Year Residential	Aberdeen SD	57401	10/26/2001	10/26/2006	3170	190.2	3360.2	\$270.00	\$1,848.70
6SD33891 \$5,129.96 y 3 Year Commercial Groton SD 57445 11/6/2001 11/6/2004 5519 331.14 5850.14 \$270.00 \$2	SD33891	3891 \$5	5,129.96	у	3 Year Commercial	Groton SD	57445	11/6/2001	11/6/2004	5519	331.14	5850.14	\$270.00	\$2,254.97
6SD38820 \$5,054.65 y 3 Year Commercial Aberdeen SD 57401 11/15/2001 11/15/2004 5519 331.14 5850.14 \$270.00 \$2	SD38820	8820 \$5	5,054.65	у	3 Year Commercial	Aberdeen SD	57401	11/15/2001	11/15/2004	5519	331.14	5850.14	\$270.00	\$2,300.29
6SD39652 \$3,093.67 y 5 Year Residential Lennox SD 57039 11/16/2001 11/16/2006 3170 190.2 3360.2 \$270.00 \$1,	SD39652	9652 \$3	3,093.67	у	5 Year Residential	Lennox SD	57039	11/16/2001	11/16/2006	3170	190.2	3360.2	\$270.00	\$1,885.16
6SD40936 \$5,268.93 y 3 Year Commercial Milbank SD 57252 11/19/2001 11/19/2004 5519 331.14 5850.14 \$270.00 \$2,	SD40936	0936 \$5	5,268.93	у	3 Year Commercial	Milbank SD	57252	11/19/2001	11/19/2004	5519	331.14			•
6SD42240 \$5,028.56 y 3 Year Commercial Pierre SD 57501 11/30/2001 11/30/2004 5519 331.14 5850.14 \$270.00 \$2,	3SD42240	2240 \$5	5,028.56	у	3 Year Commercial	Pierre SD	57501	11/30/2001	11/30/2004	5519	331.14	5850.14		
6SD42825 \$5,162.68 y 3 Year Commercial Huron SD 57350 1/9/2002 1/9/2005 5519 331.14 5850.14 \$270.00 \$2,	SD42825	2825 \$5	5,162.68	у	3 Year Commercial	Huron SD	57350	1/9/2002	1/9/2005	5519	331.14			
6SD43134 \$5,154.25 y 3 Year Commercial Aberdeen SD 57401 1/9/2002 1/9/2005 5519 331.14 5850.14 \$270.00 \$2,	SD43134	3134 \$5	5,154.25	у	3 Year Commercial	Aberdeen SD	57401	1/9/2002	1/9/2005	5519	331.14	5850.14		-

6SD43476	\$5,264.39 y	3 Year Commercial	Huron SD	57350	1/18/2002	1/18/2005	5519	331.14	5850.14		\$2,892.57	no dialer	•
6SD43565	\$5,261.84 y	3 Year Commercial	Mitchell SD	57301	2/15/2002	2/15/2005	5519	331.14	5850.14		\$3,033.57	no dialer	
6SD44147	\$5,404.16 y	3 Year Commercial	Aberdeen SD	57401	2/20/2002	2/20/2005	5519	331.14	5850.14	\$270.00	\$2,788.75		
6SD44823	\$3,179.07 y	5 Year Residential	Pierre SD	57501	2/22/2002	2/22/2007	3170	190.2	3360.2	\$270.00	\$2,055.29		
6SD44910		5 Year Residential	Selby SD	57472	2/22/2002	2/22/2007	3170	190.2	3360.2		\$2,325.29	no dialer	
6SD45504	\$3,181.94 y	5 Year Residential	Highmore SD	57345	3/6/2002	3/6/2007	3170	190.2	3360.2		\$2,346.12	no dialer	
6SD46190	\$5,607.48 y	3 Year Commercial	Watertown SD	57201	3/11/2002	3/11/2005	5519	331.14	5850.14	\$270.00	\$2,884.42		
6SD46276	\$5,367.39 y	3 Year Commercial	Chamberlain SD	57325	3/12/2002	3/12/2005	5519	331.14	5850.14		\$3,159.46	no dialer	
6SD51945	\$5,380.11 y	3 Year Commercial	Winner SD	57580	3/13/2002	3/13/2005	5519	331.14	5850.14		\$3,164.49	no dialer	
6SD52597	\$5,393.96 y	3 Year Commercial	Chamberlain SD	57325	3/14/2002	3/14/2005	5519	331.14	5850.14		\$3,169.53	no dialer	
6SD53335	\$5,367.68 y	3 Year Commercial	McLaughlin SD	57642	3/21/2002	3/21/2005	5519	331.14	5850.14		\$3,204.78	no dialer	
6SD53414	\$5,504.49 y	3 Year Commercial	Chamberlain SD	57325	3/27/2002	3/27/2005	5519	331.14	5850.14		\$3,234.99	no dialer	
6SD54077	\$3,230.30 y	5 Year Residential	McLaughlin SD	57642	3/29/2002	3/29/2007	3170	190.2	3360.2		\$2,386.05	no dialer	
6SD54431		5 Year Residential	Columbia SD	57433	4/1/2002	4/1/2007	3170	190.2	3360.2		\$2,391.26	no dialer	
6SD54825		5 Year Residential	Selby SD	57472	4/8/2002	4/8/2007	3170	190.2	3360.2		\$2,403.41	no dialer	
6SD54903	\$5,499.62 y	3 Year Commercial	Huron SD	57350	4/9/2002	4/9/2005	5519	331.14	5850.14	\$270.00	\$3,030.45		
6SD55578	\$5,510.54 y	3 Year Commercial	Miller SD	57362	4/9/2002	4/9/2005	5519	331.14	5850.14	\$270.00	\$3,030.45		
6SD56074	\$5,537.72 y	3 Year Commercial	Highmore SD	57345	4/9/2002	4/9/2005	5519	331.14	5850.14		\$3,300.45	no dialer	
6SD61787	\$5,241.33 y	3 Year Commercial	Pierre SD	57501	4/9/2002	4/9/2005	5519	331.14	5850.14	\$270.00	\$3,030.45		
6SD62587	\$5,495.66 y	3 Year Commercial	Rapid City SD	57709	4/10/2002	4/10/2005	5519	331.14	5850.14	\$270.00	\$3,035.49		
6SD65902	\$3,229.12 y	5 Year Residential	Vermillion SD	57069	4/11/2002	4/11/2007	3170	190.2	3360.2		\$2,408.62	no dialer	
6SD65933	\$5,507.43 y	3 Year Commercial	TimberLake SD	57656	4/12/2002	4/12/2005	5519	331.14	5850.14		\$3,315.56	no dialer	
6SD66280		5 Year Residential	Marion SD	57043	4/12/2002	4/12/2007	3170	190.2	3360.2		\$2,410.36	no dialer	
6SD66660	\$5,618.46 y	3 Year Commercial	Pierre SD	57501	4/23/2002	4/23/2005	5519	331.14	5850.14	\$270.00	\$3,100.95		
6SD67168	\$5,634.67 y	3 Year Commercial	Pierre SD	57501	4/24/2002	4/24/2005	5519	331.14	5850.14	\$270.00	\$3,105.99		
6SD67490	\$5,630.19 y	3 Year Commercial	Chamberlain SD	57325	4/25/2002	4/25/2005	5519	331.14	5850.14		\$3,381.02	no dialer	
6SD67534	\$5,607.35 y	3 Year Commercial	Tyndall SD	57066	4/26/2002	4/26/2005	5519	331.14	5850.14		\$3,386.06	no dialer	
6SD67556	\$5,626.43 y	3 Year Commercial	Yankton SD	57078	4/26/2002	4/26/2005	5519	331.14	5850.14		\$3,386.06	no dialer	
6SD69229		5 Year Residential	Hitchcock SD	57348	5/3/2002	5/3/2007	3170	190.2	3360.2		\$2,446.81	no dialer	
6SD69230		5 Year Residential	Miller SD	57362	5/3/2002	5/3/2007	3170	190.2	3360.2	\$270.00	\$2,176.81		
6SD69923	\$3,277.03 y	5 Year Residential	Huron SD	57350	5/4/2002	5/4/2007	3170	190.2	3360.2	\$270.00	\$2,178.55		
6SD70011	\$5,422.31 y		Corsica SD	57328	5/8/2002	5/8/2005	5519	331.14	5850.14		\$3,446.49	no dialer	
6SD70079	\$5,618.91 y		Huron SD	57350	5/14/2002	5/14/2005	5519	331.14	5850.14	\$270.00	\$3,206.70		
6SD70620	\$5,610.95 y	3 Year Commercial	Aberdeen SD	57401	5/15/2002	5/15/2005	5519	331.14	5850.14	\$270.00	\$3,211.73		
6SD70862	\$5,622.67 y	3 Year Commercial	Milbank SD	57252	5/15/2002	5/15/2005	5519	331.14	5850.14		\$3,481.73	no dialer	
6SD70924	\$3,277.03 y	5 Year Residential	Pierre SD	57501	5/17/2002	5/17/2007	3170	190.2	3360.2	\$270.00	\$2,201.12		
6SD71171	\$3,272.33 y	5 Year Residential	Huron SD	57350	5/17/2002	5/17/2007	3170	190.2	3360.2	\$270.00	\$2,201.12		

6SD71320	\$5,739.41 y	3 Year Commercial	Worthing SD	57077	5/21/2002	5/21/2005	5519	331.14	5850.14		\$3,511.95	no dialer
6SD71369		3 Year Residential	Redfield SD	57469	5/21/2002	5/21/2005	3170	190.2	3360.2	\$270.00	\$1,747.19	
6SD71718		5 Year Residential	Mobridge SD	57601	5/21/2002	5/21/2007	3170	190.2	3360.2		\$2,478.06	no dialer
6SD72025	\$5,731.75 y	3 Year Commercial	Milbank SD	57252	5/22/2002	5/22/2005	5519	331.14	5850.14		\$3,516.98	no dialer
6SD72579	\$3,318.93 y	5 Year Residential	Onida SD	57564	5/22/2002	5/22/2007	3170	190.2	3360.2		\$2,479.80	no dialer
6SD72639		5 Year Residential	Selby SD	57472	5/22/2002	5/22/2007	3170	190.2	3360.2		\$2,479.80	no dialer
6SD72670	\$3,327.74 y	5 Year Residential	Montrose SD	57048	5/24/2002	5/24/2007	3170	190.2	3360.2		\$2,483.27	no dialer
6SD72732		3 Year Commercial	Madison SD	57042	5/28/2002	5/28/2005	5519	331.14	5850.14		\$3,547.20	no dialer
6SD76646	\$5,581.07 y	3 Year Commercial	Madison SD	57042	5/29/2002	5/29/2005	5519	331.14	5850.14		\$3,552.23	no dialer
6SD76961		5 Year Residential	Black Hawk	57718	6/28/2002	6/28/2007	3170	190.2	3360.2		\$2,544.03	no dialer

\$509,231.81



South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

November 5, 2002

Les Sumption, General Manager S&S Communications/Alterna-Cell 125 Railroad Ave. S.E. Aberdeen, SD 57401

RE: TC02-166

Dear Mr. Sumption:

I have received the customer information that was submitted via email by Matt Swearingen on November 4, 2002. From this information, I have calculated what Commission Staff believes to be the appropriate bond amount.

Enclosed with this letter is a hard copy of the spreadsheet that I used to calculate the bond amount. Also enclosed is an electronic version of the spreadsheet. The left 2/3 of this spreadsheet (everything left of the double line) is the information that Matt provided on November 4, 2002. (Note: Several minor changes were made. They include some minor column heading changes and I inserted "YES" for "Y" and "NO" for the blank cells in the Financed column.) The right 1/3 of this spreadsheet (everything right of the double line) contains Staff calculations.

Staff's determination of unearned revenue is calculated as of 7/17/2002, the date of the original filing. Based on the information that S&S has provided, Staff has calculated the bond amount for S&S's customers who do NOT finance through Aberdeen Finance Corporation (AFC) to be \$248,129.19 and the amount for the "at-risk" portion of those customers who DO finance through AFC to be an additional \$31,856.15. (Note: The "at risk" amount is the amount of the unearned revenue that exceeds the AFC loan principal amount, calculated by individual customer.) Staff believes that in order to be in compliance with the Commission order S&S should submit a bond of \$279,985.34. Currently, S&S only has a bond for \$75,000.

I would like to arrange another conference call for Tuesday, November 12, 2002. During that call I would like to discuss the spreadsheet calculations, the dialer issue, spot checking, and how we should proceed.

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us.

Sincerely,

CC:

Keith Senger, Utility Analyst

John Burke Kelly Frazier

Capitol Office Telephone (605)773-3201 FAX (605)773-3809

Transportation/ Warehouse Division Telephone (605)773-5280 FAX (605)773-3225

> Consumer Hotline 1-800-332-1782

TTY Through Relay South Dakota 1-800-877-1113

Internet Website www.state.sd.us/puc

> Jim Burg Chairman Pam Nelson Vice-Chairman Bob Sahr Commissioner

Debra Elofson Executive Director

Harlan Best Martin C. Bettmann Karen E. Cremer Tina Douglas Christopher W. Downs Terry Emerson Michele M. Farris Marlette Fischbach Heather K. Forney Kelly D. Frazier **Mary Giddings** Tom Graham Mary A. Healy Terri Iverson Lisa Hull Dave Jacobson Amy Kayser **Bob Knadle** Delaine Kolbo Gregory A. Rislov Keith Senger John Smith

Rolayne Ailts Wiest



S&S PROVIDED INFORMATION PUC CALCULATED INFORMATION TOTAL S&S Calculated Staff Difference Unearned Revenue AMOUNT Unearned Principle Calculated hotwann At-Risk Potion of for Non AFC Included in income fless Date and Time of Balance Hearned Principal & AFC Financed Customers (Amount Bond Amount Equipment 270 and ABF -S&S Original Income (all Unearned Customer (To Be of Cash Customer Account# Plan City State Contract Date Exp Date Total Received Sales Tax Cost Current Date! @now Financed 7/17/02 Filing Calculation Customers) Revenue Included in Bond 6SD00397 3 YEAR Britton SD 04/04/2000 04/04/2003 5.519.00 331 14 5 850 14 \$270.00 11/05/2002 15:20 \$482.81 482 8087054 NΩ 07/17/2002 14:19 1.312.48 N/A N/A 1,312.48 1,312.48 esprineer 5Y Assoc Virgil SD 57379 06/26/2000 3,170.00 190,20 3,360,20 \$270,00 11/05/2002 15:20 YES \$1,402,43 1402.428458 \$2,077.89 07/17/2002 14:19 1.865.20 -212 69 N/Δ 0.00 N/A 6SDD0883 5 YEAR Huron SD 57350 08/03/2000 08/03/2005 3,170.00 190,20 3,360.20 \$270.00 \$1,468,40 11/05/2002 15:20 1468.397788 YES \$2,430,87 07/17/2002 14:19 1,931,17 N/A N/A 0.00 -499.7 6SD01418 10 YEAR Dell Rapids SD 57022 04/22/1999 04/22/2009 3.170.00 190.20 3,360,20 \$270.00 11/05/2002 15:20 51,777,41 1777,406066 YES \$1,478,60 07/17/2002 14:19 2.143.77 667.17 667.17 N/A 667.17 65001530 7 YEAR Wessington Springs SD 57382 11/01/1999 11/01/2006 3.170.00 190.20 3.360.20 \$270.00 \$1,535,50 11/05/2002 15:20 1535.500337 NO 1.943.16 07/17/2002 14:19 1,943.16 N/A N/A 1,943.16 6SD01703 3 YEAR Highmore SD 04/01/2000 04/01/2003 5.519.00 331.14 5.850.14 \$270.00 5467 69 11/05/2002 15:20 467.6861574 YES \$1,679,34 07/17/2002 14:19 1.297.36 -581.98 N/A N/A 0.00 65D02953 5Y Assoc Huron SD 57350 09/20/1999 09/20/2004 3,170.00 190.20 3,360.20 \$270.00 \$917.42 11/05/2002 15:20 1.380.09 917,42439 NO 07/17/2002 14:19 1.380.09 . N/A N/A 1,380,09 6SD03077 7 YEAR Rosco SD 57471 08/02/1999 08/02/2006 3,170,00 180.20 3.360.20 \$270.00 \$1,422,68 11/05/2002 15:20 1422,684537 NO 07/17/2002 14:19 1.830.35 1.830.35 N/A N/A 1,830,35 8SD03239 7 YFAR Henry SD 57243 09/01/1999 09/01/2006 3,170.00 190.20 3,360,20 \$270.00 \$1,459.88 11/05/2002 15:20 1459,876559 YES \$1,326,18 07/17/2002 14:19 1,867.54 541.36 541.38 541.36 N/A 6SD03280 5Y Assoc Wessington Spring 57382 11/01/1999 11/01/2004 3,170,00 190.20 3.360.20 \$270.00 \$2,031.19 \$990,30 11/05/2002 15:20 990.2979532 YES 07/17/2002 14:19 1.452.97 -578.22 0.00 N/A N/A 6SD03469 10 YEAR Aberdeen SD 57401 07/19/1999 07/19/2009 3 170 00 3 360 20 \$270 nn 190 20 \$1,853,77 11/05/2002 15:20 1853,770698 YES \$1,761.60 07/17/2002 14:19 2.220.13 458.53 458.53 N/A 458.53 6SD04250 5 YEAR McLaughlin SD 57642 06/03/2000 06/03/2005 3,170,00 190,20 3,360,20 \$270,00 \$1,362,50 11/05/2002 15:20 1362 49965 NO 07/17/2002 14:19 1.825.27 N/A N/A 1,825,27 1,825.27 6SD04848 7 YEAR Stickney SD 57375 06/06/2000 06/06/2007 3,170.00 190 20 3,360.20 5270 DO 11/05/2002 15:20 YES \$1,805,33 1805.334257 \$2,010.56 07/17/2002 14:19 2 213 05 202.49 202.49 202.49 N/A 65005070 5Y Assoc Arlington SD 57212 01/25/2000 01/25/2005 3,170,00 190,20 3,360.20 \$270.00 \$1,137,78 11/05/2002 15:20 1137,780164 NO 1.600.45 07/17/2002 14:19 1,600.45 N/A N/A 1 600 45 65005540 7 YEAR Mobridge SD 57601 12/22/1999 12/22/2006 3,170,00 190.20 3,360,20 \$270.00 \$1,598.73 11/05/2002 15:20 1598,726774 YES \$1,652,55 07/17/2002 14:19 2.006.39 353.84 353.84 N/A 353.84 6SD05580 3 YEAR Mobridge SD 57601 08/14/2000 08/14/2003 5 519 00 331 14 5 850 1A \$270.00 \$1,148.11 11/05/2002 15:20 1148,110815 YES \$2,890,97 07/17/2002 14:19 1,977.78 0.00 -913,19 N/A N/A 68005589 3 YEAR 331.14 Custer SD 57730 03/14/2000 03/14/2003 5,519,00 5.850,14 \$270.00 5376.98 11/05/2002 15:20 376.9628698 YES \$1,965,31 07/17/2002 14:19 1 206 64 -758 67 N/A N/A A 40 1454,509507 6SD05714 5 YEAR Geddes SD 07/26/2000 07/26/2005 3,170.00 190.20 3,360.20 \$270.00 \$1,454,51 11/05/2002 15:20 YES \$1,983.00 07/17/2002 14:19 1.917.28 -65.72 N/A 0.00 N/A 68005801 7 YEAR Pukwanna SD 12/04/1999 12/04/2006 3,170.00 3,380,20 57370 190.20 \$270,00 \$1,576.41 11/05/2002 15:20 1576,411561 YES \$1.567.84 07/17/2002 14:19 1.984.07 416.23 416.23 N/A 416.23 65006058 Dell Rapids SD 3 170 00 5Y Assoc 57022 07/20/1999 07/20/2004 180 20 3 380 20 \$270.00 \$809.85 11/05/2002 15:20 809.84913 YES \$1,526,68 07/17/2002 14:19 1,272.52 -254.16 N/A 0.00 6\$D06682 3,170,00 \$270.00 5Y Assoc Westport SD 57481 04/14/1998 04/14/2003 190,20 3,360,20 \$5.66 11/05/2002 15:20 6.656276265 NO 469,43 07/17/2002 14:19 489.43 N/A N/A 469.43 6SD08800 5 YEAR Aberdeen SD 10/14/1997 10/14/2002 3,170.00 190.20 3.360.20 \$270.00 (\$309.30) 11/05/2002 15:20 -309 3021027 NO 07/17/2002 14:19 153.47 N/A 153.47 N/A 153.47 6SD08867 10 YEAR 3,170.00 3,360,20 Aberdeen SD 57401 08/10/1998 08/10/2008 190,20 \$270.00 \$1,556.12 11/05/2002 15:20 1556,12219 NO 07/17/2002 14:19 1.922.48 N/A N/A 1,922.48 1,922,48 SSDOGGE 5Y Assoc Harrold SD. 5753B 11/06/1999 11/05/2004 3.170.00 190.20 3.360.20 \$270.00 \$998.97 11/05/2002 15:20 998.9733774 YES \$1,655.59 07/17/2002 14:19 1.461.64 -193.95 N/A N/A 0.00 TORRES 5 YEAR Aberdeen SD 57401 3.170.00 190 20 3 360 20 \$270.00 \$1,175,95 1,638.62 02/16/2000 02/16/2005 11/05/2002 15:20 1175 952031 NO 07/17/2002 14:19 1.638.62 N/A N/A 1,638,62 65007451 5 YEAR LOWIY SD 57472 04/24/2000 04/24/2005 3,170.00 190.20 3,360.20 \$270,00 11/05/2002 15:20 1293,058248 YES -360.25 \$1,293.06 \$2,116,08 07/17/2002 14:19 1.755,83 0.00 N/A N/A Miller SD 6SD07612 7 YEAR 57362 12/06/1999 12/08/2006 3.170.00 190.20 3.360.20 5270.00 \$1.578.89 11/05/2002 15:20 1578.891029 YES \$2,372,12 07/17/2002 14:19 1.988.55 -385.57 N/A N/A 0.00 6SD07667 Burke SD 09/30/1999 09/30/2004 3,170.00 190.20 3.360.20 5270.00 \$934.78 11/05/2002 15:20 934,7752383 \$1,577.05 0.00 5 YEAR 57523 YES 07/17/2002 14:19 1,397,44 -179.61 65007983 3 170 00 \$1 214 94 11/05/2002 15:20 0.00 5Y Assoc Bowdle SD. 57428 03/10/2000 03/10/2005 190 20 3 360 20 \$270.00 1214 936671 YES \$1,792,49 07/17/2002 14:19 1,577.71 -114.78 N/A N/A Trail City SD 6SD08046 5 YEAR 57657 05/23/2000 05/23/2005 3,170,00 190.20 3,360,20 \$270,00 \$1,343,40 11/05/2002 15:20 1343,403264 YES \$2,008,18 07/17/2002 14:19 N/A 0.00 1.806.18 -200 N/A 6SD09266 5 YEAR 07/16/2000 07/16/2005 3,170.00 190,20 3,360,20 \$270.00 \$1,437.15 11/05/2002 15:20 1437.149157 NΩ 1.899.92 Aberdeen SD 57401 07/17/2002 14:19 1.899.92 N/A N/A 1,899,92 6SD09351 5 YEAR St. Onge SD 57779 03/15/2000 03/15/2005 3,170.00 190.20 3,360,20 \$270,00 \$1,223,62 11/05/2002 15:20 1223,616846 NO 07/17/2002 14:19 1.686.39 N/A N/A 1.686.39 1,686.39 65009906 10 YEAR Madison SD 57042 01/28/1998 01/28/2008 3,170,00 190.20 3,360,20 \$270.00 \$1,387,36 11/05/2002 15:20 1387.358806 NO 07/17/2002 14:19 1.753.75 N/A N/A 1,753.75 1,753.75 5,519,00 331.14 5,850.14 \$270.00 \$1,148.11 11/05/2002 15:20 1148.110815 YES \$2,771,50 07/17/2002 14:19 0.00 6SD10003 3 YEAR Mobridge SD 57601 08/14/2000 08/14/2003 1.977.78 -793.72 N/A N/A 6SD10044 Blunt SD 57522 06/01/2001 06/01/2004 5,519,00 331.14 5.850.14 \$270.00 \$2,617,21 11/05/2002 15:20 2617.207429 YES \$3,888,65 07/17/2002 14:19 3,446,37 -442 2B N/A N/A 0.00 3 Year Commercial 5,519,00 \$270.00 467.6861574 YES \$1.888.35 0.00 331.14 5.850.14 5467.69 11/05/2002 15:20 07/17/2002 14:19 1.297.36 -590.99 N/A N/A 6SD10581 3 YEAR Redfield SD 57469 04/01/2000 04/01/2003 3.360.20 \$270.00 51,999,62 11/05/2002 15:20 NO 07/17/2002 14:19 2,462,40 2,462.40 2.462.40 6SD10691 5 Year Residentia Ridnevelw SD 57652 06/05/2001 06/05/2006 3.170.00 190.20 N/A 6SD10973 5 YEAR 57470 02/26/2000 02/26/2005 3.170.00 190.20 3,360,20 \$270.00 \$1,193.30 11/05/2002 15:20 1193.302879 NO 07/17/2002 14:19 1,655.97 N/A N/A 1,655,97 1,655.97 Rockham SD 3,170.00 190.20 3,360,20 \$270,00 \$1,204.52 11/05/2002 15:20 1204.52046 NO 07/17/2002 14:19 1.667.29 N/A N/A 1,667.29 1,667.29 6SD11015 5 YEAR Plankington SD 57368 03/04/2000 03/04/2005 07/17/2002 14:19 ΝA 1,380.09 6SD11233 Claremont SD 57432 09/20/1999 09/20/2004 3,170.00 190.20 3.360.20 \$270.00 \$917,42 11/05/2002 15:20 917,42439 NO 1.380.09 N/A 1.380.09 5Y Assoc 11/05/2002 15:20 0.00 57428 03/10/2000 03/10/2005 3.170.00 190.20 3.360.20 \$270.00 \$1,214,94 1214,936671 YES \$2,216,34 07/17/2002 14:19 1,677.71 -538,63 N/A N/A 65D11280 5Y Assoc Bowdle SD \$1,571.55 -75.21 N/A 0.00 6SD11293 5Y Assoc Revillo SD 57259 11/26/1999 11/26/2004 3,170.00 190.20 3,360,20 \$270.00 \$1,033,68 11/05/2002 15:20 1033,675074 YES 07/17/2002 14:19 1,496.34 N/A 0.00 6SD11358 5 Year Residentia Faulkton SD 57438 06/08/2001 06/06/2006 3,170,00 190.20 3.360.20 \$270,00 \$2,001,36 11/05/2002 15:20 2001,360548 YES \$2,751,80 07/17/2002 14:19 2,464.13 -287 67 N/A N/A 377.96 2,020.03 377.96 377.96 N/A 6SD11738 7 YEAR Letcher SD 57359 01/02/2000 01/02/2007 3,170,00 190.20 3,360,20 \$270,00 \$1 612 36 11/05/2002 15:20 1812.383848 YES \$1,642.07 07/17/2002 14:19 1,905.13 -398.99 N/A N/A 0.00 6SD11768 5Y Assoc Reva SD 57651 07/19/2000 07/19/2005 3.170.00 190.20 3,360:20 \$270.00 \$1,442.36 11/05/2002 15:20 1442.357262 YES \$2,304.12 07/17/2002 14:19 -998.6 N/A 0.00 6SD12015 3 Year Commercial TimberLake SD 57656 06/07/2001 06/07/2004 5,519,00 331 14 5 850.14 \$270.00 \$2,647,42 11/05/2002 15:20 2847.420933 YES \$4,475,18 07/17/2002 14:19 3.476.58 583.28 3,360,20 \$270.00 \$1,254,08 11/05/2002 15:20 1254.080704 YES \$1,078.46 07/17/2002 14:19 1.661.74 583.28 583.28 N/A 6SD12023 7 YEAR Pierre SD 57501 03/19/1999 03/19/2008 3,170,00 190,20 0.00 Seneca SD 52,013,51 11/05/2002 15:20 2013.512793 YES \$2,673.18 07/17/2002 14:19 2,476.29 -396,89 N/A N/A 6SD12046 5 Year Residentia 57473 08/13/2001 06/13/2006 3.170.00 190.20 3.360.20 \$270.00 0.00 5,519.00 331.14 5.850.14 \$270.00 (5847.27) 11/05/2002 15:20 -847.2743226 NO 07/17/2002 14:19 0.00 N/A N/A 0.00 6SD12584 3 YEAR Lake Preston SD 07/14/1999 07/14/2002 \$916.26 11/05/2002 15:20 915,2624131 YES 07/17/2002 14:19 1.745.93 -682.14 N/A 0.00 5.850.14 \$270.00 \$2,428.07 N/A 6SD12699 3 YEAR McLaughlin SD 57842 06/29/2000 06/29/2003 5 519 00 331.14 0.00 3,360,20 \$270,00 51,608,64 11/05/2002 15:20 1608,644646 YES \$2,911.74 07/17/2002 14:19 2.016.31 -895.43 N/A 3D12734 12/30/1999 12/30/2006 3,170.00 190.20 7 YEAR MILLER SD 57362 2,484.97 2.484.97 D12755 08/18/2001 06/18/2006 3.170.00 190.20 3,360,20 \$270.00 \$2,022.19 11/05/2002 15:20 2022 192968 NO 07/17/2002 14:19 N/A N/A 2,484,97 Huron SD 57350 5Y Assoc \$1,186,36 11/05/2002 15:20 1186.36254 0.00 3,170.00 190.20 3,360,20 \$270.00 YES \$1,794,96 07/17/2002 14:19 1.649.03 -145.93 N/A N/A 6SD12766 5Y Assoc Raymond SD 57258 02/22/2000 02/22/2005 11/05/2002 15:20 07/17/2002 14:19 1,650.76 \$1,188,10 1188.097625 1,650.76 N/A 1.650.76 ESD12879 57401 02/23/2000 02/23/2005 3,170,00 190.20 3.360.20 \$270.00 NO 5 YEAR Aberdeen SD

PUC CALCULATED INFORM	

					:															
										S&S Calculated					∦	Staff	Difference		Unearned Revenue	TOTAL
					•					Uneamed				Principle		Calculated	between	At-Risk Potion of	for Non AFC	AMOUNT
,						Amount			F	Income (less				Balance ABF -	Date and Time of	Unearned	Principal &		Customers (Amount	Included in Bond
Account#	Plan	City State	Zipcode	Contract Date	Exp Date		Sales Tax	Total	Equipment Cost	270 and Current Date)	@now		Financed	7/17/02	S&S Original Filing	income (ali Customers)	Unearned	Customer (To Be	of Cash Customer Bond)	Calculation
8SD13408	7 YEAR	Aberdeen SD	57401	12/08/1999	12/06/2006	3,170.00	190.20	3,360.20	\$270,00	\$1.578.89	11/05/2002 15:20	1578,891029	NO		07/17/2002 14:19	1,986,55	N/A	N/A	1,988,55	1.986.55
6SD13626	7 YEAR	Seneca SD	57473	09/21/1999	09/21/2008	3,170.00	190.20	3,360,20	\$270.00	\$1,484.67	11/05/2002 15:20	1484,67124	NO		07/17/2002 14:19	1.092.33	N/A	N/A	1,892,33	1,892.33
6SD13640	10 YEAR	Miller SD	57362	02/23/1998	02/23/2008	3,170,00	190.20	3,360,20	\$270.00	\$1,409,93	11/05/2002 15:20	1409.927262	NO		07/17/2002 14:19	1,776,31	N/A	N/A	1,776.31	1,776.31
6SD13986	5Y Assoc	Groton SD	57445	03/09/2000	03/09/2005	3,170.00	190.20	3,360,20	\$270.00	\$1,213,20	11/05/2002 15:20	1213,200636	NO		07/17/2002 14:19	1.675.97	N/A	N/A	1,675,97	1,675.97
6SD14019	5Y Assoc	Wessington SD	57381	07/17/2000	07/17/2005	3,170.00	190,20	3,380.20	\$270.00	\$1,438.89	11/05/2002 15:20	1438.885192	YES	\$2,384,84	07/17/2002 14:19	1,901.66	-483.18	N/A	N/A	0.00
6SD14458	3 YEAR	Mobridge SD	57601	08/14/2000	08/14/2003	5,519.00	331.14	5,850.14	\$270.00	\$1,148.11	11/05/2002 15:20	1148.110815	YES	\$2,853.40	07/17/2002 14:19	1,977.76	-875.62	N/A	N/A	0.00
6SD14624	5 YEAR	Ipswich SD.	57451	01/02/1999	01/02/2004	3,170,00	190.20	3,360.20	\$270,00	\$463.23	11/05/2002 15:20	463.2334942	NO		07/17/2002 14:19	926.01	• N/A	N/A	926,01	926.01
6SD14649	3 YEAR	Mobridge SD	57601	04/26/2000	04/26/2003	5,519.00	331.14	5,850.14	\$270.00	\$593.69	11/05/2002 15:20	593,6907236	YES	\$2,069.26	07/17/2002 14:19	1,423.36	-645,9	N/A	N/A	0.00
6SD15004	5 Year Residential	Redfield SD	57469	07/12/2001	07/12/2006	3,170.00	190.20	3,380.20	\$270.00	\$2,063.86	11/05/2002 15:20	2063,85781	NO		07/17/2002 14:19	2,526.63	N/A	N/A	2,526,63	2,526,63
6SD15143	5Y Assoc	Sloux Falls SD	57106	11/26/1999	11/26/2004	3,170.00	190,20	3,380.20	\$270.00	\$1,033.6B	11/05/2002 15:20	1033,675074	YES	\$1,936.84	07/17/2002 14:19	1,496.34	-440.5	N/A	.N/A	0.00
6SD15166	5Y Assoc	Miller SD	57362	02/23/1998	02/23/2003	3,170.00	190.20	3,360.20	\$270.00	(\$80.15)	11/05/2002 15:20	-80.1454762	NO		07/17/2002 14:19	382,63	N/A	N/A	382.63	382.63
6SD15294	5Y Assoc	Rosco SD	57471	05/11/2000	05/11/2005	3,170.00	190.20	3,360.20	\$270.00	\$1,322.57	11/05/2002 15:20	1322.570844	NO		07/17/2002 14:19	1,785.34	N/A	N/A	1,785.34	1,785.34
6SD15588	5Y Assoc	Garden City SD	57238	09/15/1999	09/15/2004	3,170.00	190.20	3,360.20	\$270,00	\$908.75	11/05/2002 15:20	908,7488658	NO		07/17/2002 14:19	1,371.42	N/A	N/A	1,371.42	1,371.42
6SD15625	5Y Assoc	Wall SD	57790	03/13/2000	03/13/2005	3,170.00	190.20	3,360.20	\$270,00	\$1,220.14	11/05/2002 15:20	1220.144776	NO		07/17/2002 14:19	1,682.92	N/A	N/A	1,682.92	1,682.92
6SD15795	5 Year Residential	Toistoy SD	57475	07/19/2001	07/19/2006	3,170.00	190.20	3,360,20	\$270,00	\$2,076.01	11/05/2002 15:20	2076.010055	YES	\$2,898,45	07/17/2002 14:19	2,538.78	-359,67	N/A	N/A	0.00
6SD16395	5Y Assoc	Gettysburg SD	57442	12/22/1999	12/22/2004	3,170.00	190.20	3,360.20	\$270.00	\$1,076.79	11/05/2002 15:20	1078.78728	YES	\$1,753.34	07/17/2002 14:19	1,541.45	-211.89	N/A	. N/A	0.00
6SD16439	7 YEAR	Rosco SD	57471	12/23/1999		3,170.00	190,20	3,360.20	\$270,00	\$1,599.97	11/05/2002 15:20	1599,966508	YES	\$1,811.90	07/17/2002 14:19	2,007.63	195.73	195.73	N/A	195.73
6SD16481	10 YEAR	Sturgis SD	57785	10/30/1998		3,170.00	190.20	3,360.20	\$270.00	\$1,626.41	11/05/2002 15:20	1626.412363	YES	\$168.11	07/17/2002 14:19	1,992.77	1824.66	1824.68	N/A	1,824.66
	5 Year Residential	Mellette SD	57461	07/27/2001		3,170,00	190.20	3,380.20	\$270.00	\$2,089.90	11/05/2002 15:20	2089,898335	YES	\$2,972,67	07/17/2002 14:19	2,552.67	420	N/A	N/A	0.00
	5 Year Residential	Sioux Fallé SD	57105	07/30/2001	07/30/2008	3,170.00	190.20	3,360.20	\$270.00	\$2,095.11	11/05/2002 15:20	2095,106441	NO		07/17/2002 14:19	2,557.88	N/A	, N/A	2,557.88	2,557.88
6SD16781	7 YEAR	Fort Plene SD	57532	01/27/2000		3,170.00	190.20	3,360.20	\$270.00	\$1,643.36	11/05/2002 15:20	1643.3572	YES	\$2,527.69	07/17/2002 14:19	2,051.02	-476.87	N/A	N/A	0.00
6SD16672	5Y Assoc	Miller SD	57362	12/17/1999		3,170.00	190.20	3,360.20	\$270.00	\$1,070.11	11/05/2002 15:20	1070.111858	YES	\$1,553.21	07/17/2002 14:19	1,532.78	-20,43	N/A	N/A	0.00
6SD16904	5Y Assoc	Wakonda SD	57073	12/10/1999		3,170.00	190.20	3,360.20	\$270.00	\$1,057.97	11/05/2002 15:20	1057.966262	YES	\$2,167,30	07/17/2002 14:19	1,520.63	-646,67	N/A	, N/A	0.00
9SD16962	7 YEAR	Chamberlain SD	57325	11/09/1999		3,170.00 3,170.00	190.20	3,360.20 3,360.20	\$270.00 \$270.00	\$1,545.42	11/05/2002 15:20	1545,418209	YES	\$1,611.94	07/17/2002 14:19	1,953.08	341.14	341.14	N/A	341.14
/SD17263	7 YEAR	Salem SD	57058 57301	12/14/1999 09/24/1999		3,170.00	190.20	3,360,20	\$270.00	\$1,588.81 \$924.36	11/05/2002 15:20 11/05/2002 15:20	1588.808901	YES	\$1,563.11	07/17/2002 14:19	1,996.47	433,36	. 433,36	N/A	433.36
6SD17358	5Y Assoc	Milchell SD St. Lawerence SD	57373	08/17/2001	09/24/2004 08/17/2006	3,170,00	190,20	3,360.20	\$270.00	\$2,126.36	11/05/2002 15:20	924.3647293 2126,355071	YES NO	\$1,694.19	07/17/2002 14:19	1,387.03	-307.16	N/A	. N/A	0.00
	5 Year Residential	Aberdeen SD	57401	08/1/12001	08/21/2004	5,519,00	331.14	5,850.14	\$270.00	\$3,025.09	11/05/2002 15:20	3025.089728	YES	£4.044.00	07/17/2002 14:19	2,589.13	N/A	N/A	2,589,13	2,589.13
	3 Year Commercial	Waterlown SD	57201	DB/31/2001	08/31/2004	5,519.00 5,519.00	331.14	5,850.14	\$270.00	\$3,025.09	11/05/2002 15:20	3075.445568	YES	\$4,611.96	07/17/2002 14:19	3,854.25	-757.71	N/A	N/A	0.00
6SD18486	3 Year Commercial 5 YEAR	Highmore SD	57345	12/15/1998		3,170.00	190.20	3,360.20	\$270.00	\$431.98	11/05/2002 15:20	431.9848633	YES	\$4,635,43 \$617,43	07/17/2002 14:19	3,904.61 894.76	-730.82 277,33	N/A 277,33	· N/A N/A	0.00 277.33
6SD18676	10 YEAR	Miller SD	57362	02/21/1998		3,170.00	190.20	3,360.20	\$270,00	\$1,408,19	11/05/2002 15:20	1408.191227	NO	4017,40	07/17/2002 14:19	1,774.58	N/A	N/A	1,774.5B	1,774.58
6SD18823	5Y Assoc		57350	02/16/2000	02/16/2005	3,170.00	190.20	3,360,20	\$270,00	\$1,175,95	11/05/2002 15:20	1175.952031	NO		07/17/2002 14:19	1.638.62	N/A	N/A	- 1.638.82	1,638.62
6SD18945	3 YEAR	Mobridge SD	57601	08/14/2000	08/14/2003	5.519.00	331.14	5.850.14	\$270.00		11/05/2002 15:20	1148.110815	YES	\$2,842.09	07/17/2002 14:19	1,977.78	-864.31	N/A	1,636.62 N/A	0.00
6SD18975	5Y Assoc	Mitchell SD	57301	09/24/1999		3,170,00	190.20	3,360,20	\$270,00	\$924.38	11/05/2002 15:20	924.3847293	YES	\$1,590.70	07/17/2002 14:19	1,387.03	-203,67	N/A	N/A	0.00
6SD18985	5 YEAR		57769	02/21/2000		3,170.00	190.20	3,360.20	\$270.00	\$1,184,63	11/05/2002 15:20	1184.627455	NO	,	07/17/2002 14:19	1,847.29	N/A	N/A	1,647,29	1.647.29
6SD19049	5Y Assoc	Wessington SD	57381	09/17/1999	09/17/2004	3,170.00	190,20	3,360,20	\$270.00	\$912.22	11/05/2002 15:20	912.2191354	YES	\$1,410,54	07/17/2002 14:19	1,374.89	-35.65	· N/A	N/A	0.00
6SD19062	5 YEAR	Mobridge SD	57601	07/07/2000	07/07/2005	3,170.00	190,20	3,360.20	\$270.00	\$1,421.52	11/05/2002 15:20	1421.524841	YES*	\$2,198,70	07/17/2002 14:19	1,884.30	-314.4	N/A	N/A	0.00
	5 Year Residential	Dante SD.	57329	09/05/2001	09/05/2006	3,170.00	190.20	3,360.20	\$270.00	\$2,159,34	11/05/2002 15:20	2159,339737	NO		07/17/2002 14:19	2,622.11	N/A	N/A	2,622,11	2.622.11
6SD19163	3 Year Commercial	Aberdeen SD	57401	09/06/2001	09/08/2004	5,519.00	331.14	5,850.14	\$270.00	53,105,66	11/05/2002 15:20	3105.659072	YES	55,118,13	07/17/2002 14:19	3,934.82	-1183.31	N/A	N/A	0.00
6SD19301	7 YEAR	Lyons SD	57041	01/17/2000	01/17/2007	3,170.00	190,20	3,360,20	\$270.00	\$1,630,96	11/05/2002 15:20	1630,959859	YES	\$1,650.38	07/17/2002 14:19	2,038.62	388.24	388,24	N/A	388.24
6SD19437	5Y Assoc	Miller SD	57362	03/17/1998	03/17/2003	3,170.00	190,20	3,380,20	\$270,00	(\$41.95)	11/05/2002 15:20	-41.95270511	NO		07/17/2002 14:19	420.82	N/A	N/A	420.82	420.82
8SD19960	5Y Assoc	Garden City SD	57236	09/15/1999	09/15/2004	3,170.00	190,20	3,360,20	\$270.00	\$908.75	11/05/2002 15:20	908.7489658	NO		07/17/2002 14:19	1,371.42	N/A	· N/A	1,371.42	1,371.42
6SD20057	5 Year Residential	Sioux Falls SD	57106	09/06/2001	09/05/2006	3,170.00	190,20	3,360.20	\$270.00	\$2,161.08	11/05/2002 15:20	2161.075772	YES	\$2,901.69	07/17/2002 14:19	2,623.85	-277.84	N/A	N/A	0.00
6SD20332	5Y Assoc	Ree Heights SD	57371	03/18/1999	03/18/2004	3,170.00	190.20	3,360.20	\$270.00	\$594,70	11/05/2002 15:20	594,69861	YES	\$1,035.84	07/17/2002 14:19	1,057.37	21.53	21,53	N/A	21.53
6SD20672	5Y Assoc	Sloux Falls SD	57106	11/26/1999	11/25/2004	3,170.00	190.20	3,360.20	\$270.00	\$1,033.68	11/05/2002 15:20	1033,675074	YES	\$1,472.92	07/17/2002 14:19	1,495.34	23.42	23,42	N/A	23.42
6SD20863	5 YEAR	Canton SD	57013	03/22/2000	03/22/2005	3,170.00	190,20	3,360.20	\$270.00	\$1,235.77	11/05/2002 15:20	1235.769091	YES	\$1,968.49	07/17/2002 14:19	1,698.54	-269.95	N/A	N/A	0.00
6SD20957	5Y Assoc	Miller SD	57362	12/17/1999	12/17/2004	3,170.00	190.20	3,360,20	\$270.00	\$1,070.11	11/05/2002 15:20	1070.111856	YES	\$1,907.36	07/17/2002 14:19	1,532.78	~374,58	N/A	N/A	0.00
6SD20971	5 Year Residential	Rapid City SD	57703	09/06/2001	09/06/2008	3,170.00	190.20	3,360.20	\$270.00	\$2,161.08	11/05/2002 15:20	2161.075772	YES	\$3,026.66	07/17/2002 14:19	2,623.85	-402.81	N/A	N/A	0.00
6SD21005	5Y Assoc	Miller SD	57362	09/20/1999	09/20/2004	3,170.00	190,20	3,360.20	\$270.00	\$917.42	11/05/2002 15:20	917,42439	YES	\$1,715.09	07/17/2002 14:19	1,380.09	-335	· N/A	N/A	0.00
6SD21097	5 YEAR	Murdo SD	57559	07/14/2000	07/14/2005	3,170.00	190.20	3,360.20	\$270.00	\$1,433.68	11/05/2002 15:20	1433,677087	YES	\$2,480.73	07/17/2002 14:19	1,898.45	-584.28	N/A	N/A	0.00
`SD21256	7 YEAR	Rosco SD	57471	10/25/1999	10/25/2006	3,170.00	190,20	3,360.20	\$270,00	\$1,526.62	11/05/2002 15:20	1526.822198	YES	\$1,497.63	07/17/2002 14:19	1,934.48	436.85	436,85	N/A	436.85
.SD21276	3 YEAR	Mission	57555	11/21/2000	11/21/2003	_ 5,519.00	331,14	5,850.14	\$270.00	\$1,647.09	11/05/2002 15:20	1647.088697	YES	\$3,278.74	07/17/2002 14:19	2,476.76	-801.98	Ñ/A	N/A	0.00
6SD21291	5Y Assoc	Burke SD	57523	11/19/1999	11/19/2004	3,170.00	190.20	3,360.20	\$270.00	\$1,021.53	11/05/2002 15:20	1021.52948	YES	\$2,564.15	07/17/2002 14:19	1,484.20	-1079.95	N/A	N/A	0.00
6SD21443	3 YEAR	Wessington Springs SD	57382	12/01/2000	12/01/2003	3,170.00	190.20	3,360.20	\$270.00	\$860,09	11/05/2002 15:20	860.0861739	YES	\$2,521.12	07/17/2002 14:19	1,451.55	-1059.57	N/A	N/A	0.00

PLIC CALCULATED INFORMATION	

					٠				. •	S&S Calculated Unearned Income (less				Principle Balance	Date and Time of	Staff Calculated Unearned	Difference between Principal &	At-Risk Potion of	Uncarned Revenue for Non AFC Customers (Amount	TOTAL AMOUNT Included in
Account#	Plan	City State	Tinanda	Contract Date	Exp Date	Amount Received	Sales Tax	Total	Equipment Cost	270 and	@поѝ		Financed	ABF - 7/17/02	S&S Original	Income (all	Unearned	Customer (To Be	of Cash Customer	Bond
6SD21609	3 YEAR	Plankington	57368	05/11/2001		5,519.00	331.14	5.850.14	\$270,00	Current Date) \$2.511.46	11/05/2002 15:20	2511.460166	YES	\$4.886.93	Filing 07/17/2002 14:19	Customers) 3,340.62	Revenue -1546,31	Included in Bond) N/A	Bond) N/A	Calculation 0.00
6SD21723	10 YEAR	Pukwanna SD	57370	10/31/1998	10/31/2008	3,170.00	190.20	3,360.20	\$270.00	\$1,627.28	11/05/2002 15:20	1627.280142	YES	\$574.94	07/17/2002 14:19	1,993.64	1418.7	1418.7	N/A	1,418,70
6SD21776	3 YEAR	Mobridge SD	57601	05/21/2001	05/21/2004	2,700.00	162.00	2,862.00	\$270,00	\$1,115.38	11/05/2002 15:20	1115,378368	NO		07/17/2002 14:19	1,658.93	NIA	N/A	1,658,93	1,658.93
6SD21798	7 YEAR	Highmore SD	57345		09/21/2006	3,170.00	190.20	3,360.20	\$270.00	\$1,484.67	11/05/2002 15:20	1484.67124	YES	\$1,407.89	07/17/2002 14:19	1,892.33	484.44	484.44	N/A	484.44
6\$D21943	4 YEAR	Mobridge SD	57601	09/02/2000		5,519.00	331.14	5,850.14	\$270,00	\$2,247.21	11/05/2002 15:20	2247.211733	YES	\$4,251.85	07/17/2002 14:19	2,936,68	-1315.17	N/A	N/A	0.00
6SD22109	4 YEAR	Hoven SD	57450		09/16/2004	5,519.00	331.14	5,850.14	\$270.00	\$2,300.10	11/05/2002 15:20	2300.097428	YES	\$4,381.28	07/17/2002 14:19	2,989.56	-1391.72	N/A	N/A	0.00
6SD22276 6SD22308	4 YEAR 5Y Assoc	Stockholm SD Artesian SD	57264 57314	11/02/1999	09/21/2004	5,519.00 3,170.00	331.14 190.20	5,850.14 3,360.20	\$270.00 \$270.00	\$2,318,99 \$992.03	11/05/2002 15:20	2318.9B5176 992.033038	NO NO		07/17/2002 14:19	3,008.45	- N/A	N/A	3,008,45	3,008.45
6SD22443	4 YEAR	Stockholm SD	57264		09/21/2004	5,519.00	331.14	5,850.14	\$270.00	\$2,318.99	11/05/2002 15:20	2318.985176	NO		07/17/2002 14:19 07/17/2002 14:19	1,454.70 3,008.45	N/A N/A	N/A N/A	1,454.70 3,006.45	1,454.70 3,008.45
6SD22776	4 YEAR	Parker SD	57053	10/12/2000	10/12/2004	5,519.00	331.14	5,850.14	\$270.00	\$2,398,31	11/05/2002 15:20	2398.313718	YES	\$4,162.82	07/17/2002 14:19	3,087,78	-1075.04	N/A	., N/A	0.00
6SD22943	4 YEAR	Scenic SD	57791	10/12/2000		5,519.00	331.14	5,850.14	\$270.00	\$2,398.31	11/05/2002 15:20	2398.313718	YES	\$4,398.59	07/17/2002 14:19	3,087.78	-1310.81	N/A	N/A	0.00
6SD23109	4 YEAR	Pine Ridge SD	57770	10/14/2000	10/14/2004	5,519.00	331.14	5,850.14	\$270.00	\$2,405.87	11/05/2002 15:20	2405.868818	YES	\$4,298.33	07/17/2002 14:19	3,095,34	-1202.99	N/A	N/A	0.00
6SD23276	4 YEAR	Mission SD	57555	10/19/2000	10/19/2004	5,519.00	331.14	5,850.14	\$270.00	\$2,424.76	11/05/2002 15:20	2424.756566	YES	\$4,329.68	07/17/2002 14:19	3,114.22	-1215.46	N/A	N/A	0.00
6SD23443	4 YEAR	McLaughlin SD	57642	11/08/2000	11/08/2004	5,519.00	331.14	5,850.14	\$270.00	\$2,500.31	11/05/2002 15:20	2500,307558	YES	\$4,058.48	07/17/2002 14:19	3,189.77	-868.69	N/A	N/A	0.00
6SD23464	3 YEAR	Mobridge SD	57601	08/14/2000		5,519.00	331.14	5,650.14	\$270.00	\$1,148.11	11/05/2002 15:20	1148.110815	YES	\$3,085.53	07/17/2002 14:19	1,977.78	-1107.75	N/A	N/A	0.00
6SD23609	4 YEAR	Ft. Pierre SD	57532 57633	11/22/2000	11/22/2004	5,519.00 5,519.00	331.14 331.14	5,850.14 5.850.14	\$270,00 \$270,00	\$2,553.19	11/05/2002 15:20	2553.193253	YES	\$3,280.58	07/17/2002 14:19	3,242,66	-37.92	N/A	N/A	0.00
6SD23776 6SD23943	4 YEAR 4 YEAR	Isabel SD Warner SD	57479	01/14/2001 03/21/2001	01/14/2007	2,700.00	162.00	2,862.00	\$270.00	\$3,584.89 \$1,331.08	11/05/2002 15:20 11/05/2002 15:20	3584.889248 1331.077818	YES NO	\$4,471.44	07/17/2002 14:19 07/17/2002 14:19	4,134.60 1.805.29	-336,84	, N/A	N/A	0.00
6SD23966	7 YEAR	Goodwin SD	57238		07/08/2005	3,170.00	190,20	3,360.20	\$270.00	\$1,331.08 \$1,391.69	11/05/2002 15:20	1391.691185	NO		07/17/2002 14:19	1,799,35	N/A N/A	N/A N/A	1,806.29 1,799.35	1,806.29 1.799.35
6SD23986	5Y Assoc	Onida SD	57564		06/14/2005	3,170.00	190.20	3,360,20	\$270,00	\$1,381.60	11/05/2002 15:20	1381.598035	NO.		07/17/2002 14:19	1,644,37	N/A	. N/A	1,844.37	1.844.37
6SD24109	4 YEAR	Keldron SD	57634	04/18/2001	04/18/2005	5,519.00	331.14	5,850.14	\$270,00	\$3,108.49	11/05/2002 15:20	3108.493047	YES	\$4,881.43	07/17/2002 14:19	3,797.96	-1083.47	N/A	N/A	0.00
6SD24276	4 YEAR	Elkton SD	57026	04/20/2001	04/20/2005	2,700.00	162.00	2,862.00	\$270.00	\$1,386.52	11/05/2002 15:20	1386.519296	NO		07/17/2002 14:19	1,861.73	N/A	N/A	1,861.73	1,861.73
6SD24420	5 YEAR	Eagle Butte SD	57625	05/22/2000	05/22/2005	3,170.00	190.20	3,360.20	\$270,00	\$1,341.67	11/05/2002 15:20	1341.667229	YES	\$2,135.62	07/17/2002 14:19	1,804.44	-331.18	N/A	N/A	0.00
5SD24443	4 YEAR	Miller SD	57362		04/27/2005	5,519.00	331.14	5,850.14	\$270.00	\$3,142.49	11/05/2002 15:20	3142.490994	YES	\$5,112.55	07/17/2002 14:19	3,831.96	-1280.59	N/A	N/A	0.00
JSD24609	4 YEAR	Timber Lake SD	57656		05/14/2005	5,519.00	331.14	5,850.14	\$270.00	\$3,206.71	11/05/2002 15:20	3206.709338	YES	\$5,104,28	07/17/2002 14:19	3,896.18	-1208.1	N/A	N/A	0.00
6SD24773	7 YEAR 4 YEAR	Freeman SD Milbank SD	57029 57252	09/05/1999 05/24/2001	09/05/2006 05/24/2005	3,170.00 2,700.00	190,20 162,00	3,360.20 2,862.00	\$270.00 \$270.00	\$1,464.84 \$1,449.35	11/05/2002 15:20	1464,835495 1449,352972	NO NO		07/17/2002 14:19	1,872.50 1,924.56	, N/A	. N/A	1,872.50	1,872.50
6SD24776 6SD25662	7 YEAR	Geddes SD	57342	02/02/2000	02/02/2007	3,170.00	190.20	3,360.20	\$270.00	\$1,449.35	11/05/2002 15:20	1650,795604	YES	\$1.835,19	07/17/2002 14:19 07/17/2002 14:19	2,058,46	N/A 223,27	N/A 223.27	1,924.56 N/A	1,924.56 223.27
6SD26232	3 YEAR	Pierre SD	57501		07/12/2003	5,519.00	331.14	5,850.14	\$270.00	\$981.78	11/05/2002 15:20	981,7847876	YES	\$3.621.05	07/17/2002 14:19	1,811.46	-1809.59	223.21 N/A	N/A	0.00
6SD26308	5Y Assoc	Alexandria SD	57311	09/23/1999	09/23/2004	3,170.00	190.20	3,360.20	\$270.00	\$922,63	11/05/2002 15:20	922,6296445	NO		07/17/2002 14:19	1,385.30	N/A	N/A	1,385.30	1,385.30
6SD26321	10 YEAR	Miller SD	57362	03/18/1999	03/18/2009	3,170.00	190.20	3,360.20	\$270.00	\$1,747.03	11/05/2002 15:20	1747.03377	YES	\$1,091.33	07/17/2002 14:19	2,113.39	1022.06	1022,06	N/A	1,022.06
6SD26697	3 YEAR	Gettysburg SD	57442		07/05/2003	5,519.00	331.14	5,850.14	\$270.00	\$946.50	11/05/2002 15:20	946,503509	YES	\$2,660.78	07/17/2002 14:19	1,776.18	-884.8	N/A	· N/A	0.00
6SD26767	5 YEAR	White SD	57276	11/26/1997	11/26/2002	3,170.00	190.20	3,360.20	\$270,00	(\$234.65)	11/05/2002 15:20	-234,6525956	NO		07/17/2002 14:19	228.12	N/A	N/A	228,12	228.12
6SD26886	5 Year Residential	Balh SD	57427	09/07/2001	09/07/2006	3,170.00	190.20	3,360.20	\$270.00	\$2,162.81	11/05/2002 15:20	2162,811807	YES	\$2,901.27	07/17/2002 14:19	2,625.58	-275.69	N/A	N/A	0.00
6SD27072	3 YEAR 5 YEAR	Rapid City SD Seneca SD.	57702 57473	03/16/2000	03/16/2003	5,519.00 3,170.00	331.14 190.20	5,850.14 3.360.20	\$270.00 \$270.00	\$387,04 \$1,504,85	11/05/2002 15:20 11/05/2002 15:20	387,0432351 1504,854524	YES YES	\$3,400.29 \$2,233,82	07/17/2002 14:19	1,216.72 1,967.63	-2183.57	N/A	N/A	0.00 0.00
6SD27304 6SD27944	5 Year Residential	Onaka SD	57466	09/12/2001	09/12/2006	3,170.00	190.20	3,360.20	\$270.00	\$2,171,49	11/05/2002 15:20	2171,491983	NO	\$2,233,02	07/17/2002 14:19 07/17/2002 14:19	2,634,26	-266,19 N/A	N/A N/A	N/A 2,634,26	2.634.26
6SD27962	5Y Assoc	Alexandria SD	57311	09/23/1999	09/23/2004	3,170.00	190.20	3,360.20	\$270.00	\$922.63	11/05/2002 15:20	922,6296445	NO		07/17/2002 14:19	1,385,30	N/A	N/A	1,385,30	1,385,30
6SD28037	5 Year Residential	Westport SD	57481		09/13/2006	3,170.00	190.20,	3,360,20	\$270.00	\$2,173.23	11/05/2002 15:20	2173,228018	YES	\$3,016.87	07/17/2002 14:19	2,635,00	-380.87	N/A	N/A	0.00
6SD28145	7 YEAR	Wolsey SD	57384	10/15/1999	10/15/2006	3,170.00	190.20	3,360.20	\$270.00	\$1,514.42	11/05/2002 15:20	1514.424857	NO		07/17/2002 14:19	1,922,09	N/A	N/A	1,922.09	1,922.09
6SD29023	3 Year Commercial	Mobridge SD	57601	09/19/2001	09/19/2004	5,519.00	331.14	5,850.14	\$270.00	\$3,171.12	11/05/2002 15:20	3171,121663	YES	\$4,750.90	07/17/2002 14:19	4,000.28	-750,62	N/A	N/A	0.00
6SD29467	10 YEAR	Miller SD	57382	03/17/1999	03/17/2009	3,170.00	190.20	3,360.20	\$270.00	\$1,746.17	11/05/2002:15:20	1746.16599	NO		07/17/2002 14:19	2,112.53	N/A	N/A	2,112.53	2,112.53
6SD29514	5Y Assoc	Platte SD	57369		01/29/2005	3,170.00	190.20	3,360.20	\$270.00	51,144.72	11/05/2002 15:20	1144,720504	YES	\$1,723.10	07/17/2002 14:19	1,607.39	-115.71	N/A	N/A	0.00
6SD29563	10 YEAR	Wessington Spring	57382	10/28/1998	10/28/2008	3,170.00 5.519.00	190.20	3,360.20 5,850.14	\$270,00 \$270,00	\$1,624,68	11/05/2002 15:20 11/05/2002 15:20	1624,676803	YES YES	\$776.94	07/17/2002 14:19	1,991.04	1214.1	1214.1	N/A	1,214.10
6SD29778	3 YEAR	Mobridge SD	57601 57427	06/15/2000 09/27/2001	08/15/2003 09/27/2006	3,170.00	331.14 190.20	3,360.20	\$270.00	\$1,153,15 \$2,197,53	11/05/2002 15:20	1153,150998 2197,532508	NO NO	\$3,060.57	07/17/2002 14:19 07/17/2002 14:19	1,982.82 2,660,31	-1077.75 N/A	N/A	N/A	0.00 2.660.31
6SD30121 6SD30481	5 Year Residential 5 YEAR	Bath SD Highmore SD	57345		04/01/2005	3,170.00	190.20	3,360.20	\$270.00	\$2,197.53 \$1,253.13	11/05/2002 15:20	1253,129442	NO		07/17/2002 14:19	1,715.90	N/A N/A	AVA AVA	2,660,31 1,715,90	2,660.31 1.715.90
6SD30514	5Y Assoc	Platte SD	57369		01/29/2005	3,170.00	190.20	3,360.20	\$270.00	\$1,144.72	11/05/2002 15:20	1144,720504	YES	\$2,365,91	07/17/2002 14:19	1,607.39	-758.52	N/A	1,715,80 N/A	0.00
6SD30814	3 YEAR	Yankton SD	57078	06/13/2000	06/13/2003	5,519.00	331.14	5,850.14	\$270.00	\$835,62	11/05/2002 15:20	835,6194908	YES	\$2,690.29	07/17/2002 14:19	1,665,29	-1025	· N/A	N/A	0.00
6SD31045	5Y Assoc	Olivet SD	57052	10/13/1999	10/13/2004	3,170.00	190.20	3,360.20	\$270,00	\$957.33	11/05/2002 15:20	857,3313412	YES	\$1,539.42	07/17/2002 14:19	1,420.00	-119.42	N/A	N/A	0.00
¹SD31241	5 Year Residential	Toistoy SD	57475	09/29/2001	09/29/2008	3,170.00	190.20	3,360.20	\$270.00	\$2,201.00	11/05/2002 15:20	2201,004579	YES	\$2,947.06	07/17/2002 14:19	2,663,78	-283.28	N/A	N/A	0.00
SD31426	5 Year Residential	Huron SD	57350	10/25/2001	10/25/2006	3,170.00	190.20	3,360.20	\$270.00	\$2,246.14	11/05/2002 15:20	2246.14149	YES	\$3,002.72	07/17/2002 14:19	2,708.91	-293,81	N/A	N/A	0.00
6SD32381	5 Year Residential	Watertown SD	57201	10/26/2001	10/26/2006	3,170.00	190.20	3,360.20	\$270.00	\$2,247.88	11/05/2002 15:20	2247,877525 981,7847876	YES	\$3,111.25	07/17/2002 14:19	2,710.65	-400.6	N/A	N/A	0.00
6SD32670	3 YEAR	Ferney SD	57439	07/12/2000	07/12/2003	5,519.00	331.14	5,850.14	\$270.00	\$961.78	11/05/2002 15:20	941.784787B	YES	\$2,678.09	07/17/2002 14:19	1,811.46	-666.63	N/A	N/A	0.00

|--|

		3	160.70	.,	11.10	100	į				42.0	dana		r,				Variable	0.10	805747308
0.00	N N	N/A	420.73	2,106.45	07/17/2002 14:19	\$1,200.79	Y II	1979 995897	11/05/2002 15:20	\$1,740.09	\$270,00	3,360.20	19020	3,170.00	999 03/10/2009	03/10/1999	50 57448	HECLA SD	10 YEAR	6SD47089
,	NA A	NA	457.78	- 1,905.13	07/17/2002 14:19	\$2,362.91	S TE	1442.35/262	11/05/2002 15:20		\$270,00	3,380.20		3,170.0				Mission SD	5 YEAR	6SD46896
1,744.20	1,744.20	N/A	N/A	1,744.20	07/17/2002 14:19			1377.810613	11/05/2002 15:20		\$270.00	3,360.20		3,170.00				Yankton SD	10 YEAR	5D46843
894.76	894.76	NIA	AIN	894.76	07/17/2002 14:19		NO	431,9848633	11/05/2002 15:20	\$431.98	\$270.00	3,360.20	190,20	3,170.00				Highmore SD	5 YEAR	6SD46791
1,7	1,795.76	NIA	NA	1,795.76	07/17/2002 14:19			1332,987054	11/05/2002 15:20	\$1,332.99	\$270,00	3,360.20		3,170.00				Highmore SD	5 YEAR	
	NA I	NA :	490.92	4,876.47	07/17/2002 14:19	\$5,367,39		4317.313269	11/06/2002 15:20	\$4,317.31		5,850.14		5,519.00				Chamberlain SD	3 Year Commercial	6SD46776
	N N	N N	-736.04	4.871.44	07/17/2002 14:19	\$5,607,48	YES I	4042.277685	11/05/2002 15:20	\$4,042.28	\$270.00	5,850.14	331.14	5,519.00	002 03/11/2005	03/11/2002	in 57701	Waterlown SD	Year Commercial	
	N/A	N N	-243.87	2,938.07	07/17/2002 14:19	\$3,181.94		2745.298116	11/05/2002 15:20		6370 00	3,360.20		3,170.00		_		Highmore SD	5 Year Residential	6SD45504
	N/A	N/A	-93.58	1,555.34	07/17/2002 14:19	\$1,646.90		1092.667959	11/05/2002 15:20		\$270,00	3,360.20		3,170.00				Wessington Spring	5Y Assoc	6SD45415
2,917.24	2,817.24	N/A	NA	2,917.24	07/17/2002 14:19			2724.465696	11/05/2002 15:20			3,360.20		3,170.00	002 02/22/2007	02/22/2002		Selby SD	5 Year Residential	6SD44910
	N/A	NIA	-261.83	2,917.24	07/17/2002 14:19	\$3,179.07		2454,465696	11/05/2002 15:20		\$270.00	3,360.20						Plerre SD	5 Year Residential	
	NA.	NA	-628.4	4,775.78	07/17/2002 14:19	\$5,404.16		3946.60159	11/05/2002 15:20		\$270.00	5,850.14				_		Aberdeen SD	3 Year Commercial	
	N S	NA S	42.63	1,446.02	07/17/2002 14:19	\$1,488,65		983,3576138	11/05/2002 15:20		\$270,00	3,360.20		3,170,00		10/28/1999	D. 57330	Delmont SD.	5Y Assoc	65044012
34446	N/A	ANA ANA	-511.25	2,058.46	07/17/2002 14:19	\$171400	Y 15	1650 795604	11/05/2002 15:20	\$4,181.42	\$270.00	3,360,70	190 20	3 170 00	000 02/15/2005			Mitchell SD	3 Year Commercial	
	NIA	NIA	-654.B	4,609,59	07/17/2002 14:19	\$5,284.39		4050.42732	11/05/2002 15:20			5,850.14		5,519.00				Huron SD	3 Year Commercial	
	NIA	N/A	-589,98	4,564.27	07/17/2002 14:19	\$5,154.25		3735.107064	11/05/2002 15:20		\$270,00	5,850,14			002 01/09/2005	01/09/2002	3D 57401	Aberdeen SD	3 Year Commercial	
	NIA	AIN	-125.06	1,591.77	07/17/2002 14:19	\$1,716.83		1129.10474	11/05/2002 15:20		\$270.00	3,360.20		3,170.00				Wessington SD	5Y Assoc	6SD43127
	NIA	NIA	-363.49	1,953.08	07/17/2002 14:19	\$2,318.57		1545.418209	11/05/2002 15:20		\$270.00	3,360.20		3,170.00				Gregory SD	7 YEAR	
0.00	N S	N/A	-598,41	4,564.27	07/17/2002 14:19	\$5,162.68		3735.107084	11/05/2002 15:20		\$270.00	5,850.14		5,519,00				Huran SD	3 Year Commendal	
	. NA	750 76	720.78	9,352,85	07/17/2002 14:19	\$1,020,50	YES I	1613.603583	11/05/2002 15:20	\$1,535.50	\$270.00	3 380 20	190 20	3 170 00	997 11/3U/2U04	1 01/30/2001	57 57501	Pierre Su	3 Year Commercial .	6SD42240 :
-	1,679.45	NIA	NA	1,679.45	07/17/2002 14:19			1216.672706	11/05/2002 15:20		\$270.00	3,360.20						Huron SD	5 YEAR	
	N/A	322.47	322,47	2,057.22	07/17/2002 14:18	\$1,734.75		1649.55587	11/05/2002 15:20		\$270.00	3,360.20						Ree Heights SD	7 YEAR	6SD41734
	N/A	354.78	354.78	1,873.74	07/17/2002 14:19	\$1,518.96		1466.075229	11/05/2002 15:20		\$270.00	3,360.20		3,170.00		_		Huran SD	7 YEAR	
0.00	N/A	N A	-961.48	4.307.45	07/17/2002 14:19	\$5,286,93	ž a	3478.292283	11/05/2002 15:20		\$270,00	5,850,14	331.14		901 11/19/2004	2 11/19/2001	3D 57252	For mompson so	or Assoc	ASDADARA 3
	NA	NA	439,72	1,640.35	07/17/2002 14:18	\$2,080.07		1177.687116	11/05/2002 15:20	\$1,177.69	\$270.00	3,360.20		3,170.00				Huron SD	5Y Assoc	dSD40788
	NIA	NIA	-232.91	1,906,87	07/17/2002 14:19	\$2,139.78		1444.093297	11/05/2002 15:20		\$270.00	3,360.20						DeSmet SD	5 YEAR	SD40587
	NIA	47.35	47,35	1,298.54	07/17/2002 14:19	\$1,251.19		835.8754026	11/05/2002 15:20		\$270.00	3,360.20						Aberdeen SD	5 YEAR	6SD40553
492.96	NA	49	492.96	1,800,59	07/17/2002 14:19	\$1,307.63		1392,930919	11/05/2002 15:20		\$270.00	3,380.20				_		Elklon SD	7 YEAR	6SD40540
	N/A	NIA	-173.48	1,420.00	07/17/2002 14:19	\$1,593.48		957.3313412	11/05/2002 15:20		\$270.00	3,380.20						Olivet SD	5Y Assoc	6SD39775
4	N/A		-348,56	2,747.11	07/17/2002 14:19	\$3,093.67		2284.334261	11/05/2002 15:20		\$270.00	3,380.20				9 11/16/2001	3D 57039	OS xonnej	5 Year Residential	6SD39652
1,893,57	1 893 57	N/A	N/A	1.893.57	07/17/2002 14:19	de, Hours	3 6	1485.910974	11/05/2002 15:20	\$1,485.91	\$270.00	3.380.20	190.20	3 170 00	9002/22/60 666			Lake Preston SD	7 YEAR	65030563
	NA NA	NA NA	-767.34	4,287,31	07/17/2002 14:19	\$5,054,65		3458.149947	11/05/2002 15:20		\$270.00	5,850.14						Aberdeen SD	Year Co	6SD38820 3
	NIA	NIA	-392,36	1,901.66	07/17/2002 14:19	\$2,294.02		1438,885192	11/05/2002 15:20		\$270.00	3,360.20						Onida SD	5 YEAR	6SD37579
	N/A	N/A	-247.16	1,657.71	07/17/2002 14:19	\$1,904.87		1195.037964	11/05/2002 15:20		\$270,00	3,360.20						Hecia SD	5 YEAR	6SD37343
	NIA	N/A	-99.4	1,359.27	07/17/2002 14:19	\$1,458.67		.896.6033719	11/05/2002 15:20		\$270.00	3,360.20						Wessington SD	5Y Assoc	6SD37316
	NIA	AIN	-422.12	1,607.39	07/17/2002 14:19	\$2,029.51		1144.720504	11/05/2002 15:20	\$1,144.72	\$270.00	3,360.20						Platte SD	5Y Assoc	6SD38458
1,932.03	1,932.03	AIN	N/A	1,932.03	07/17/2002 14:19			1565,667769	11/05/2002 15:20		\$270.00	3,360.20		3,170.00		_		Aberdeen SD	10 YEAR	6SD35793
	ANA A	NA :	-208.92	1,420,00	07/17/2002 14:19	\$1,626.92		957,3313412	11/05/2002 15:20	\$957,33	\$270.00	3,360.20						Olivet SD	5Y Assoc	6SD35396
	AW Car	GN'ER?	CO.CES	1,340,00	07/77/2002 14.19	• 1,uu 1,uu	5 8	90 1454769	11/05/2002 15:20		\$270.00	3 360 20	190.20	3 170.00	COUZ/PO/11 666	2 02/24/108	on 57383	Harolo SU	/ YEAR	ECD3ED84
	NA.	309.04	309.04	1,987.78	07/17/2002 14:19	\$1,678.75		1580.130783	11/05/2002 15:20		\$270.00	3,360.20						Wessinton SD	7 YEAR	6SD34588
0.00	N/A	NA	-805.97	1,982.82 •	07/17/2002 14:19	\$2,588.79		1153.150998	11/05/2002 15:20		\$270.00	5,850.14						Mobridge SD	3 YEAR	6SD34412
	NA	NA	-887.97	4,241.99	07/17/2002 14:19	\$5,129.96	YES	3412.829692	11/05/2002 15:20		\$270.00	5,850.14			001 11/06/2004	5 11/06/2001	SD 57445	Groton SD	Year C	6SD33891 3
҈.	1,053.90	NA	N/A	1,053.90	07/17/2002 14:19		NO	591.2284403	11/05/2002 15:20		\$270,00	3,360.20						Vermillion SD	5Y Assoc	6SD33778
2,039,64	2,039.64	NA S	N S	2,039,64	07/17/2002 14:19		8 8	1805,451638	11/05/2002 15:20	\$1,605.45	\$270.00	2,862.00		2,700.00				Miller SD	5 YEAR	6SD33776
ıν	2,710.85		N/A	2,710.65	07/17/2002 14:18				Ozer zonzienich		\$270.00	3,300.20	48300		5002/62/70 1003	1 10/20/2011	2 2/401 2/401	Aberdeen Su	5 Year Kesidential	65033541
	NA	S	-525.01	4,054.33		\$4,579.34	i iš	3448.70884	11/05/2002 15:20		\$270,00	5,850.14		_		_		Redfield SD	5 YEAR	6SD33443
Calculation	Bond)	Included in Bond)	Revenue	Customers)		7/17/02	Financed		@now	Current Date)	Cost	Total	ន្ល	Received		S	ы	City State	Plan	Account#
	of Cash Customer	ustomer (To Be	Unearmed C	Income (all	S&S Original	ABF.			ı	270 and	Equipment									
=	for Non AFC	At-Risk Potion of	between			Principle				Unearned										**
≥	neamed Revenue	ce Unsamed Revenus	Difference	Staff						S&S Calculated	**									
TOTAL					_															

ı	
i	
Į	te
	SKS PROV
	Ç,
1	3
1	۴
ı	Z
ı	F
ı	25000
ı	C
ı	7
ı	Į
ı	
ı	Ę
ı	5
ı	=
ı	ς
Į	2
ı	
ı	
ı	
Į	

Account# 6SD53809 8SD53776 8SD53943 8SD54077 6SD54109 8SD54270 6SD54276 6SD5423 6SD54269 6SD54269 6SD54276 6SD54276	Plan 8 YEAR 6 YEAR 6 YEAR 5 Year Residential 6 YEAR 5 Year Residential 6 YEAR 5 Year Residential 6 YEAR 6 YEAR 6 YEAR 6 YEAR 6 YEAR 6 YEAR 6 YEAR		· · · · · · · · · · · · · · · · · · ·			Sa DE	Sales Tax Sales Tax 190.20 190.20 190.20 190.20 190.20 190.20 190.20 190.20 190.20 190.20 190.20 190.20 190.20 190.20 190.20	Total 360.20 360.20 360.20 360.20 360.20 360.20 360.20 360.20 360.20 360.20 360.20 360.20 360.20 360.20		S&S Calculated Unearned Income (less 270 and t Current Data) \$1,938.83 \$2,072.29 \$2,785.23 \$2,081.90 \$1,1977.73 \$2,204.77 \$2,790.44 \$1,1951.40 \$1,1951.40 \$1,1951.60 \$1,195.7.18		1938.381725 1938.828533 2072.292882 2785.228922 2081.003114 1617.734563 27074.786789 3780.450289 1951.403177 1957.190488 1964.680219 2802.587273 4186.209919	Financed YES YES NO YES NO YES NO NO YES NO YES NO YES NO	Principle Balance Balance ABF - 7/11/702 \$2,572.0,14 \$2,574.00 \$3,230.30 \$3,230.30 \$5,750.44 \$2,768.66 \$2,767.33 \$5,499.62	Date and Time of S&S Original Filing ORITZOOZ 14:19		UC CALCULA) Difference britween Principal & Unearmed G Revenue 203.51 N/A 203.53 N/A 1263.65 N/A 1263.65 380.64 380.64 380.64 482.15	PUC CALCULATED INFORMATION Difference batween Unearmed Revenue for Non AFG for Non AFG for Non AFG Frintipal & AFG Financed Customer (To Be AFG Customer (To B	nearmed Revenue for Non AFC isstomers (Amount of Cash Customers Bond) N/A N/A 2,478.59 N/A 2,482.56 2,982.21 N/A 2,482.06 2,982.21 N/A N/A N/A N/A 2,985.28 N/A N/A N/A N/A N/A N/A 2,985.81 N/A N/A 2,985.81 N/A N/A 2,985.8	TC AMC Includ Calcul 2,41 2,48 2,48 2,48 2,48 2,48
6SD54776 6SD54825 6SD54903	6 YEAR 5 Year Residential 3 Year Commercial	Solux Falls SD Selby SD Huron SD	57106 57472 57350				190,20 190,20 331,14	3,360.20 3,360.20 5,850.14	\$270.00 \$270.00	\$1,984.66 \$2,802.59 \$4,188.31	11/05/2002 15:20 11/05/2002 15:20 11/05/2002 15:20	1984.680219 2802.587273 4188.309619	YES NO	\$2,767.33 \$5,499.62	07/17/2002 14:19 07/17/2002 14:19 07/17/2002 14:19	2,415.34 2,995.36 5,017.47	-351.89 N/A -482.15	NIA NIA	N/A 2,995.38 N/A	0.00 2,995.36 0.00
6SD54934 6SD54943	5Y Assoc 6 YEAR	Raymond SD Cresbard SD	57258 57435				190.20 190.20	3,360.20 3,360.20	\$270.00 \$270.00	\$1,166.36 \$1,991.91	11/05/2002 15:20 11/05/2002 15:20	1186.36254 1991.914359	te te	\$2,340.52 \$2,813.45	07/17/2002 14:19 07/17/2002 14:19	1,649.03 2,422.57	-691.49 -390.88	N/A N/A	N/A N/A	0.00
6SD55016 6SD55109	5Y Assoc 6 YEAR	Castlewood SD Sisseton SD Grahm SD	57223 57262 57445	11/12/1999 11/1 02/20/2001 02/2 02/20/2001 02/2	11/12/2004 02/20/2007 02/27/2007	3,170.00 3,170.00 3,170.00	190.20 190.20 190.20	3,380.20 3,360.20 3.360.20	\$270.00 \$270.00 \$270.00	\$1,009.38 \$1,997.70 \$2,000.60	11/05/2002 15:20 11/05/2002 15:20 11/05/2002 15:20	1009.383886 1997.701671 2000.595327	YES NESS	\$2,053.72 \$2,813.45	07/17/2002 14:19 07/17/2002 14:19 07/17/2002 14:19	1,472.05 2,428.36 2,431.25	-581.67 N/A	NIA NIA	N/A 2,428.36 N/A	0.00 2,428.36 0.00
6SD55298	7 YEAR 6 YEAR	Webster SD Mitchell SD	57274 57301				190.20 190.20	3,360.20 3,360.20	\$270.00 \$270.00	\$1,598.73 \$2,030.98	11/05/2002 15:20 11/05/2002 15:20	1598.726774 2030.978713	YES	\$1,639.40 \$2,812.59	07/17/2002 14:19 07/17/2002 14:19	2,006.39 2,461.64	366.99 -350.95	368.99 N/A	NIA AIN	366.99 0.00
	3 Year Commercial 6 YEAR	Miller SD White River	57362 57579				190.20	3,360.20	\$270,00	\$4,188.31 \$2,178.92	11/05/2002 15:20	4188.309618 2178.622315	YES	\$5,510.54 \$2,627.71	07/17/2002 14:19	5,017.47 2,586.58	41.13	NIA	N/A	0.00
SD55825	5Y Assoc	Madison SD	57042				190.20	3,360.20	\$270.00	\$992.03	11/05/2002 15:20	992,033,038	YES	\$3,132.98	07/17/2002 14:19	1,454.70	-1678.28	N S	VIN CZ-88±72	0.00
8SD56074	3 Year Commercial	Highmore SD	57345	04/09/2002 04/0	04/09/2005	5,519.00	331.14	5,850.14	270 00	\$4,458.31	11/05/2002 15:20	4458.309618	YES	\$5,537.72	07/17/2002 14:19	5,017.47	-520.25	Z NA	N.	0.00
6SD56190	10 YEAR	Columbia SD	57433				190.20	3,360.20 5.850.14	\$270,00	\$1,618.60	11/05/2002 15:20	1618.602343 518.0879839	YES	S2 137 85	07/17/2002 14:19	1,984.96	-789 89	N/A	1,984,96	1,984.96
6SD56276	6 YEAR	Medaw SD	57644 57568				190.20 190.20	3,360.20 3.360.20	\$270.00 \$270.00	\$2,081.62 \$639.81	11/05/2002 15:20	2081.617691	YES	\$2,688.40	07/17/2002 14:19	2,512.28	-176.12 204 1	N/A	N/A	0.00
6SD56443	6 YEAR	Twin Brooks SD Hoven SD	57269 57450				190.20 190.20	3,380.20 3,380.20	\$270.00 \$270.00	\$2,087.53 \$2,129.36	11/05/2002 15:20 11/05/2002 15:20	2097.532798 2129.363013	YES	\$2,735.13	07/17/2002 14:19 07/17/2002 14:19	2,528.19 2,560.02	-175,11	NIA NIA	2,528.19 N/A	2,528.19 0.00
6SD56776 6SD56943	6 YEAR 6 YEAR	Westport SD Bowdle SD	57481 57428	05/22/2001 05/2 05/29/2001 05/2	05/22/2007 05/29/2007	3,170.00 3,170.00	190.20	3,360.20	\$270,00 \$270,00	\$2,129.36 \$2,139.49	11/05/2002 15:20 11/05/2002 15:20	2129,363013	YES	\$2,733.66 \$2,740.30	07/17/2002 14:19 07/17/2002 14:19	2,580.02 2,570.15	-173.64 -170.15	N/A	NIA AIN	0.00
6SD57153 6SD57296	5Y Assoc 7 YEAR	Chambertain SD Onaka SD	57370 57466	06/05/2000 06/0		3,170.00	190.20	3,380.20	\$270.00	\$1,365.97 \$1,596.25	11/05/2002 15:20 11/05/2002 15:20	1365.97172 1596.247306	YES	\$2,011.33	07/17/2002 14:19 07/17/2002 14:19	1,828.74 2,003.91	-182,59 367,46	367.46	NIA	0.00 367.46
8SD58130	5Y Assoc	Seneca SD	57473		09/08/2004		190.20	3,360.20	\$270.00	\$896.60	11/05/2002 15:20	898.6033719	YES NO	\$3 047 Rg	07/17/2002 14:18	1,359.27	N/A	N/A	1,359.27	1,359.27
6SD59012	10 YEAR	Kennebec SD	57544		_	3,170.00	190.20	3,360.20	\$270,00	\$1,744.43	11/05/2002 15:20	1744,43043	YES	\$819.22	07/17/2002 14:19	2,110.79	1291.57	1291.57	NIA	1,291.57
6SD59113 6SD59550	5Y Assoc 7 YEAR	Miller SD	57362			3,170.00	190.20	3,360.20	\$270.00	\$1,485.91	11/05/2002 15:20	1485.910974	TES AS	\$1,705.24	07/17/2002 14:19	1,893.57	188.33	188.33	AIN AIN	188.33
6SD59843 6SD59794	10 YEAR 10 YEAR	Aberdeen SD Gann Valley SD	57401 57341	03/04/1999 03/0	03/04/2009 03/22/2009	3,170.00	190.20	3,360.20	\$270.00	\$1,734.88	11/05/2002 15:20	1750,504889	YES	\$1,153.03	07/17/2002 14:19	2,101.24 2,116.86	963,83	1122.65 963,83	NIA	963.83
6SD59863 6SD60231	7 YEAR 7 YEAR	Wood SD Redfield SD	57585 57469	06/29/2000 06/2	06/29/2007 02/10/2007	3,170.00 3,170.00	190,20	3,360.20 3,360.20	\$270.00 \$270.00	\$1,833.86 \$1,660.71	11/05/2002 15:20 11/05/2002 15:20	1833.859296 1660.713477	YES	\$2,379.32 \$1,708.53	07/17/2002 14:19 07/17/2002 14:19	2,241.58 2,068.38	-137.74 359,85	359.85	N/A	0.00 359.85
6SD60404	5Y Assoc	Miller SD	57362		03/18/2004	3,170.00	190.20	3,360.20	\$270.00 \$270.00	\$594.70 \$1,492.11	11/05/2002 15:20	594,69861 1492,109644	YES SEY	\$898.14 \$1.788.63	07/17/2002 14:19	1,057.37	159.23 111.14	159.23	N N	159.23 111.14
6SD61787	3 Year Commercial	Pleme SD	57501		04/09/2005	5,519.00	331.14	5,850.14	\$270,00	\$4,188.31	11/05/2002 15:20	4188.309619	YES	\$5,241.33	07/17/2002 14:19	5,017.47	-223.86	N/A	N/A	0.00
6SD62587	3 Year Commercial	Rapid City SD	57709			5,519.00	331.14	5,850.14	\$270.00	\$4,193,36	11/05/2002 15:20	4183,345203	Y ES	\$5,495.66	07/17/2002-14:19	5,022.51	-473.15	NA	N/A	0.00
6SD64708	7 YEAR	ipswich SD.	57451	10/04/1999 10/0	10/04/2008	3,170,00	190.20	3,380.20	\$270.00	\$1,500.79	11/05/2002 15:20	1500,787783	N i		07/17/2002 14:19	1,908.45	N/A	N/A	1,908.45	1,908.45

0000	00077000	03070710	5076718	. BSD75836	6SD75836	6SD74920	8SD74547	8SD74359	6SD73406	6SD72732	65072670	6SD72639	BSD72579	6SD72510	65072025	85071902	65071718	6SD71685	6SD71429	6SD71368	6SD71320	6SD71171	6SD70924	6SD70862	65070751	65977029	65070070	SUBBRIG	6SD69923	6SD69320	6SD69274	6SD69230	6SD69229	6SD68298	65068220	6SD68061	6SD67556	6SD67534	6SD67490	6SD67197	6SD66984	6SD66660	6SD66418	6SD86280	65065933	6SD65902	65065035	6SD64898	Account#				
ş					36	20	47	59		es.						3 8			28												74			8 1	2 2	8 9						_	18				8 6	8	75				
(S YEAR	Barldonffel		by Assoc	5Y Assoc	10 YEAR	7 YEAR	5Y Assoc	5 YEAR	Year Commercial	5 Year Residential	5 Year Residential	5 Year Residential	10 YEAR	3 Year Commercial	5Y Assoc	b Year Kesidential	3 YEAR	5 YEAR	3 Year Residential	3 Year Commercial	5 Year Residential	5 Year Residential	3 Year Commercial	7 YEAR	3 Year Commercial	3 Year Commercial	3 YEAR	5 Year Residential	10 YEAR	5 YEAR	5 Year Residential	5 Year Residential	5Y Assoc	7 YEAR	5Y Assoc	3 Year Commercial	3 Year Commercial	3 Year Commercial	S rear continuencial	7 YEAR	3 Year Commercial	5 YEAR	5 Year Residential	Commercial	5 Year Residential	10 YEAR	7 YEAR	Plan				
	Alnena SD	Share America	Ranki City SD	Madison SD	Leola SI	Bowdle SD	Viborg SD	Olivet SD	Aberdeen SD	Madison SD	Montrose SD	Selby SD	Onida SD	Presho SD	Milbank SD	Fort Pierre SD	St Laurance SD	Gettysburg SD	Selby SD	Redfield SD	Worthing SD	Huron SD	Pierre SD	Milbank SD	Miler SD	Aharlean SD	Himmi SD	Comics SD	Huron SD	Miller SD	Utica SD	Miller SD	Hitchcock SD	Mitchell SD	Flandreau SD	Olivet SD	Yankton SD	Tyndall SD	Chambertain SD	Voloa SD	Columbia SD	Pierre SD	Timber Lake SD	Marion SD	Timbert ake SD	Vermillon SD	Hurdin SD	Lake Preston SD	City State				
!	17313	57718	57701	57047	5/456	57428	57070	57052	57401	57042	57048	57472	57564	57568	57252	57532	57373	57442	57472	57469	57077	57350	57501	57252	57362	57401	57350	£7338	57350	57362	57067	57362	57348	57301	57028	57052	57078	57066	57325	57071	57433	57501	57656	57043	57856	57069	00070	57248	Zipcode				
				2002/62/10 6881/62/10			09/27/1999 09/27/2006									07/17/2000 07/17/2005	000Z11Z101 000Z11Z101			05/21/2002 05/21/2005	05/21/2002 05/21/2005						05/14/2002 05/14/2005					05/03/2002 05/03/2007			11/24/1999 11/24/2008			04/26/2002 04/26/2005		07/20/2000 07/20/2005						04/11/2002 04/11/2007							
		•									-											Ī	•								-	•					_					_		-				_	-				S&S PR
				5.519.00 3			3,170.00 1		Ī		_						3 170 00 1											551900 3							3,170,00 1			5,519.00 3		3,170.00 1						3,170.00 1				Amount			S&S PROVIDED INFORMATION
	90.20	190.20	190.20	331.14	190.20	190.20	190.20	180.20	190.20	331.14	190.20	190.20	190,20	190.20	331,14	190.20	190.20	331.14	190,20	190,20	331.14		_	331.14			331.14		_			190.20	190.20	190.20	190.20		331.14	331.14	331.14	190.20	190.20	331.14	190.20	190.20	331.14	190.20	100.20	190.20	Sales Tax				FORMATIC
	3,360.20	3.360.20	3,360.20	5.850.14	3 360 20	3,360.20	3,360.20	3,360.20	3,360.20	5,850.14	3,360.20	3,360.20	3,360.20	3,360.20	5,850.14	3,360.20	3 360 20	5,850.74	3,360.20	3,360.20	5,850.14	3,360.20	3,380.20	5,850.14	3.360.20	5 850 14	5.850.14	5 850 14	5,360,20	3,360.20	3,360.20	3,360.20	3,360.20	3,360,20	3,360,20	3,360,20	5,850.14	5,850.14	5,850.14	3,360,20	3,360.20	5,850.14	3,360.20	3,360.20	5.850.14	3,360,20	3 380 30	3,380.20	Total				ž
	\$270.00		\$270.00		\$270.00	\$270.00	\$270.00	\$270.00	\$270.00					\$270.00		\$270.00	\$270.00	\$270.00	\$270.00	\$270.00		\$270,00	\$270.00		\$270.00	\$270.00	\$270.00	4270.00	\$270,00	\$270.00	\$270.00	\$270.00		\$270.00	\$270.00	\$270.00				\$270.00	\$270.00	\$270.00	\$270.00			42,0,00	22,0,00	\$270.00	Cost	Equipment			
	\$1,383.33	\$2,943,21	\$979,89	\$4,710.09	(5133.96)	\$1,778.54	\$1,492.11	\$957,33	\$1,293.06	\$4,705.05	\$2,882.44	\$2,878.97	\$2,878.97	\$1,759.18	\$4,674.84	\$1,438.89	\$1,740,09	\$467.69	\$1,379.86	\$2,412.24	\$4,669,80	\$2,600,28	\$2,600.29	\$4,639.59	\$1,583,85	\$4.369.59	\$4.364.56	24.108¢	27.775,54	\$1,409.93	\$1,489.23	\$2,575,99	\$2,845.99	\$1,104.81	\$1,564.01	\$957.33	\$4,543.91	\$4,543.91	\$4,538.88	\$1,444,08	\$1,426,40	\$4,258.81	\$1,492.70	\$2,809.53	\$4 473 42	\$2,807.80	54 228 E2 82.728 C\$	\$1,399.13	Current Date)	income (less 270 and	Unearned	S&S Caiculated	
	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	11/05/2002 15:20	@now		•		
	1383,33207	2943.206112	979.8874441	4710,086816	-133.9625627	1776,538286	1492,109644	957.3313412	1293.058248	4705.053232	2882,444885	2878.972815	2878.972815	1759.182688	4674.839728	1438.885192	1740.09153	2877 72678	1379,86	2412.23838	4669.804145	2600.29264	2600.29264	4639,590641	1583,849965	4389.590641	4364,555057	4604.341553	081 7847876	1409.92/262	1489.230208	2575.988149	2845,988149	1104.813553	1564,01422	1334 723089	4543.914546	4543.914546	4538.878962	1444.093297	1428.403/39	4258.807794	1492,702278	2809.531413	4473.416371	2807.795378	120059 80051	1399,12959					
	N O	Š	YES	ž i	8 8	YES	YES	NO	NO	NO	YES	Š	YES	YES	YES	YES	YES	5 E	YES	NO	YES	YES	YES	YES	SEY I	YES I	ž i	Y E	¥ 100	i	YES	NO.	NO	Š	ž z	5 5	YES	YES	YES	YES :	Y E	YES	NO	NO O	YES	YES :E	5 2	8	Financed				
			\$1,622.32	\$5,581,07		\$1,129.74	\$1,742.66				\$3,327.74		\$3,318,93	\$1,065.66	\$5,731.75	\$2,065.64	S926 94	51,673,83	\$1,995,60		\$5,739.41	\$3,272.33	\$3,277.03	\$5,622.67	\$1,580,82	\$5,610.95	\$5.618.91	\$5,422.31	\$1,277.03		\$2,583.61				\$1,581.53		\$5,626.43	\$5,607.35	\$5,630,19	\$2,116.52	\$1,808.77	\$5,618.46			\$5,507,43	\$3,229.12	71 855 11		7/17/02	ABF -	Principle		
	07/17/2002 14:18	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:18	07/17/2002 14:19	07/17/2002 14:18	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:18	07/17/2002 14:19	07/17/2002 14:18	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:18	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14:19	07/17/2002 14.19	07/17/2002 14:19	Fiting	Date and Time of S&S Original	Data and Time of		
	1,846.10	3,135.98	1,442.55	5,269.25	328.81	2,142.90	1,899.77	1,420.00	1,755.83	5,264.21	3,075.22	3,071.75	3,071.75	2,125.54	5,234.00	1,901.66	2.108.45	3 070 01	1,842.63	3,003.41	5,228.97	3,063.07	3,063.07	5,198.75	1,991,51	5.198.75	5.183.72	5.163.50	1 811 46	1,776.31	1,952.00	3,038.76	3,038.76	1,567.48	1,971.68	1,420.00	5,103.08	5,103.08	5,098.04	1,906.67	5,03,00	5,087.97	1,955.48	3,002,30	5,032,58	3,000.57	1 501 50	1,806.79	Customers)	Unearned Income (all		Staff	
	NA	NA	-179,77	311.82	N 5	1013.16	157.11	N/A	NA	NA	-252.52	AIN	-247.18	1059.88	-497.75	-163,98	1179.51	-5/5.4/	-152,97	NA	-510.44	-209.26	-213,96	423.92	410.69	4122	425.19	-258.81	-230,33		631.61	NA	NA	NA	410.15	N N	-523.35	-504.27	-532.15	-209.65	25,3	-530.49	NA	NIA	-474.85	-228.55	18451	N/A			between	Difference	UC CALCULA
	N/A	N/A	NA	¥ .	N S	1013.16	157.11	NA	NA	NA	N/A	NA	NIA	1059.88 -	NA	NA.	1179.51	NA NA	NA	NIA	N/A	NIA	NA	NIA	410.69	N/A	NA.	N A	N/A	N N	NIA	NA	NA	NA	410.15	NA NA	NA	N/A	NA	N/A	25,3	NA	NA	N/A	NA	N .	N A	NA.	n Bond)	AFC Financed Customers (Amount Customer (To Be of Cash Customer	At-Risk Potion of	c	PUC CALCULATED INFORMATION
	1,846,10	3,135,98	N/A	N/A	328.81	N/A	N/A	1,420.00	1,755,83	5,264.21	N/A	3,071.75	NIA	NIA	N/A	N/A	N/A	NA NA	N/A	3,003.41	N/A	N/A	N/A	N/A	N/A	N/A	NA.	N S	N N	1,776.31	AIN	3,038.76	3,038.76	1,567.48	N/A	1,420.00	NA	N/A	N/A	NA S	N/A	NA A	1,955.48	3,002,30	NA	N S	40.566 ¹	1,805.79	Bond)	of Cash Customer	for Non AFC	Uneamed Revenue	
	1,846,10	3,135.98	0.00	0.00	328.81	1,013.16	157.11	1,420.00	1,755.83	5,264.21	0.00	3,071.75	0.00	1,059.88	0.00	0.00	1.179.51	3 070 01	0.00	3,003.41	0.00	0.00	0.00	0.00	410.69	0.00	0.00	. 0.00	0 5.0	1,776.31	0.00	3,038.76	3,038.76	1,567.48	410.15	1,420.00	0.00	0.00	0.00	0.00	0.00	0.00	1,955.48	3,002.30	0.00	0.00	0.00	1,806.79	Calculation	Bond	included in	TOTAL	

										S&S Calculated						Staff	Difference		U	TOTAL.
										Uneamed				Principle		Calculated	between	At-Risk Potion of	Unearned Revenue for Non AFC	TAUOMA
,										Income (less				Balance	Date and Time of	Uneamed	Principal &		Customers (Amount	Included in
			~			Amount			Equipment	270 and	_			ABF -	S&S Original	Income (ali		Customer (To Be	of Cash Customer	Bond
Account#	Plan		•	Contract Date	Exp Date	Received		Total	Cost	Current Date)	@now		Financed	7/17/02	Filing	Customers)	Revenue	Included in Bond)	Bond)	Calculation
6SD77266	7 YEAR	Winner SD.	575BD		12/20/2006	3,170.00	190.20	3,360.20	\$270.00	\$1,596.25	11/05/2002 15:20	1596,247306	YES	\$1,647.41	07/17/2002 14:19	2,003.91	356.5	356,5	N/A	356.50
6SD77821	5 YEAR	Highmore SD	57345	03/12/2000	03/12/2005	3,170.00	190,20	3,360.20	\$270.00	\$1,218.41	11/05/2002 15:20	1218,408741	NO		07/17/2002 14:19	1,681.18	N/A	N/A	1,681.18	1,681.18
6SD79876	7 YEAR	Milbank SD	57252	01/10/2000	01/10/2007	3,170.00	190.20	3,360,20	\$270,00	\$1,622.28	11/05/2002 15:20	1622.281721	YES	\$1,639.41	07/17/2002 14:19	2,029,94	390,53	390,53	NA	390.53
6SD80000	3 YEAR	Ipswich SD	57451	10/25/1999	10/25/2002	5,519.00	331.14	5,850.14	\$270.00	(\$328.61)	11/05/2002 15:20	-328.6091766	YES	\$1,112.04	07/17/2002 14:19	500,55	-611.49	N/A	N/A	. 0.00
6SD80659	10 YEAR	MILLER SD	57382		03/11/2009	3,170.00	190,20	3,360,20	\$270,00	\$1,740.96	11/05/2002 15:20	1740,95931	YES	\$833.75	07/17/2002 14:19	2,107.32	1273.57	1273.57	N/A	1,273.57
6SD80883	5Y Assoc	Wessington Spring	57382		01/20/2005	3,170.00	190.20	3,360.20	\$270.00	\$1,129.10	11/05/2002 15:20	1129,10474	YES	\$1,713.51	07/17/2002 14:19	1,591.77	-121.74	N/A	N/A	0.00
6SD80952	7 YEAR	Henry SD	57243		12/18/2006	3,170.00	190,20	3,360,20	\$270,00	\$1,593.77	11/05/2002 15:20	1593,767837	YES	\$2,390.87	07/17/2002 14:19	2,001.43	389,44	N/A	N/A	0.00
6SD81404	5Y Assoc	Leola SD	57458	09/14/1999	09/14/2004	3,170.00	190,20	3,360.20	\$270.00	\$907.01	11/05/2002 15:20	907.0138809	NO		07/17/2002 14:19	1,369.68	N/A	N/A	1,369.68	1,369.68
6SD82323	5 YEAR	Wessington SD	57381	07/16/2000	07/16/2005	3,170,00	190.20	3,360.20	\$270.00	\$1,437.15	11/05/2002 15:20	1437,149157	YES	\$2,491.04	07/17/2002 14:19	1,899.92	-591.12	N/A	N/A	0.00
6SD82942	7 YEAR	Gann Valley SD	57341	06/11/2000	06/11/2007	3,170,00	190.20	3,360.20	\$270.00	\$1,811.54	11/05/2002 15:20	1811.535352	YES	\$1,998.13	07/17/2002 14:19	2,219.25	221.12	221.12	N/A	221.12
6SD83157	5Y Assoc	Highmore SD	57345	09/16/1999	09/16/2004	3,170,00	190.20	3,360,20	\$270.00	\$910.48	11/05/2002 15:20	910,4840506	YES	\$1,686.11	07/17/2002 14:19	1,373.15	-312.96	N/A	" N/A	0.00
6SD84303	7 YEAR	Sloux Falls SD	57106	12/14/1999	12/14/2006	3,170.00	190.20	3,360,20	\$270,00	\$1,588.81	11/05/2002 15:20	1588.808901	YES	\$2,102.50	07/17/2002 14:19	1,995.47	-106.03	N/A	N/A	0.00
6SD84424	3 YEAR	Wentworth	57075	04/04/2000	04/04/2003	5,519.00	331.14	5,850.14	\$270,00	\$462,81	11/05/2002 15:20	482,6067054	YES	\$1,852,91	07/17/2002 14:19	1,312.48	-540.43	N/A	N/A	0.00
6SD84702	10 YEAR	Aberdeen SD	57401	12/08/1998	12/08/2008	3,170.00	190.20	. 3,360.20	\$270.00	\$1,660.26	11/05/2002 15:20	1660.255779	NO		07/17/2002 14:19	2,026,62	N/A	N/A	2,026.62	2,026,62
6SD84812	3 YEAR	Gettysburg SD	57442	07/08/2000	07/08/2003	5,519.00	331.14	5,850.14	\$270.00	\$961.62	11/05/2002 15:20	961,624057	YES	\$2,453,75	07/17/2002 14:19	1,791,30	-662.45	N/A	N/A	0.00
6SD64895	7 YEAR	Woonsocket SD	57385	10/26/1999	10/26/2006	3,170.00	190,20	3,360,20	\$270.00	\$1,528.06	11/05/2002 15:20	1528.061932	YES	\$1,676.88	07/17/2002 14:19	1,935.72	258.84	258,84	N/A	258.84
6SD85261	5Y Assoc	Groton SD	57445	03/16/2000	03/16/2005	3,170.00	190,20	3,360.20	\$270,00	\$1,225,35	11/05/2002 15:20	1225,352881	YES	\$1,785.86	07/17/2002 14:19	1,668.13	-97.73	N/A	· N/A	0.00
6SD85627	5 YEAR	Pierre SD	57501	07/19/2000	07/19/2005	3,170.00	190.20	3,360.20	\$270,00	\$1,442.36	11/05/2002 15:20	1442,357262	YES	\$2,303.52	07/17/2002 14:19	1,905.13	-398.39	N/A	N/A	0.00
6SD85664	5 YEAR	White Horse SD	57661	07/07/2000	07/07/2005	3,170.00	190,20	3,380.20	\$270,00	\$1,421.52	11/05/2002 15:20	1421,524841	YES	\$2,386.84	07/17/2002 14:19	1,884.30	-502.54	N/A	N/A	0.00
6SD86116	7 YEAR	Blunt SD	57522	07/20/1999	07/20/2006	3,170.00	190.20	3,380,20	\$270.00	\$1,406.57	11/05/2002 15:20	1406.567994	NO		07/17/2002 14:19	1,814.23	N/A	· N/A	1,814.23	1,814.23
6SD87365	5Y Assoc	Raymond SD	57258	02/22/2000	02/22/2005	- 3,170.00	190,20	3,360.20	\$270,00	\$1,186.38	11/05/2002 15:20	1186,36254	YES	\$1,951.99	07/17/2002 14:19	1,649.03	-302.96	: N/A	N/A	0.00
6SD89115	5Y Assoc	Woonsocket SD	57385	01/13/2000	01/13/2005	3,170.00	190.20	3,360.20	\$270.00	\$1,116.96	11/05/2002 15:20	1116,959146	YES	\$1,784.17	07/17/2002 14:19	1,579,63	-204.54	N/A	N/A	0.00
6SD89409	10 YEAR	Eureka SD	57437	09/10/1998	09/10/2008	3,170.00	190.20	3,360.20	\$270.00	\$1,583.02	11/05/2002 15:20	1583,023367	NO		07/17/2002 14:19	1,949.38	N/A	N/A	1,949.38	1,949.38
SD89683	7 YEAR	Wolsey SD	57364	01/20/2000	01/20/2007	3,170.00	190,20	3,360.20	\$270.00	\$1,634.68	11/05/2002 15:20	1634.679062	YES	\$1,715.24	07/17/2002 14:19	2,042.34	327.1	327.1	N/A	327.10
6SD89962	5Y Assoc	Miller SD	57382	01/20/2000	01/20/2005	3,170.00	190,20	3,360.20	\$270,00	\$1,129.10	11/05/2002 15:20	1129,10474	YES	\$1,722.43	07/17/2002 14:19	1,591.77	-130.66	N/A	N/A	0.00
6SD91297	5 YEAR	Waubay SD	57273	04/29/2000	04/29/2005	3,170.00	190.20	3,360,20	\$270.00	\$1,301.74	11/05/2002 15:20	1301.738423	YES	\$2,505.30	07/17/2002 14:19	1,764.51	-740.79	N/A	N/A	0.00
6SD92534	3 YEAR	Faulkton SD	57438	10/29/1999	10/29/2002	5,519.00	331.14	5,850.14	\$270.00	(\$308.47)	11/05/2002 15:20	-308,4668409	NO		07/17/2002 14:19	520.69	` N/A	N/A	520.69	520.69
6SD92549	5 YEAR	Sloux Falls SD	57103	11/19/1997	11/19/2002	3,170.00	190,20	3,360,20	\$270,00	(\$246.80)	11/05/2002 15:20	-246,8048409	NO	İ	07/17/2002 14:19	215.97	N/A	N/A	215.97	215.97
6SD93383	10 YEAR	Hoven SD	57450	11/25/1998	11/25/2008	3,170.00	190.20	.3,360.20	\$270,00	\$1,648.97	11/05/2002 15:20	1648,97464	NO		07/17/2002 14:19	2,015.33	N/A	N/A	2,015.33	2,015.33
6SD94508	5Y Assoc	Wanblee SD	57577	05/18/2000	05/18/2005	3,170.00	190.20	3,360.20	\$270.00	\$1,334.72	11/05/2002 15:20	1334.723089	YES	\$1,926.24	07/17/2002 14:19	1,797.50	-128.74	N/A	N/A	0.00
6SD94905	5Y Assoc	Rosco SD	57471	03/26/2000	03/28/2005	3,170.00	190.20	3,360,20	\$270.00	\$1,242.71	11/05/2002:15:20	1242.713231	NO		07/17/2002 14:19	1,705.49	N/A	N/A	1,705,49	1,705.49
6SD95147	10 YEAR	Mellette SD	57481.	05/04/1998	05/04/2008	3,170.00	190,20	3,360.20	\$270.00	\$1,471.08	11/05/2002 15:20	1471.079759	NO		07/17/2002 14:19	1,837.44	N/A	. N/A	1,837.44	1,837.44
6SD95877	5 YEAR	Guster SD	57730	03/13/2000	03/13/2005	3,170.00	190,20	3,360.20	\$270,00	\$1,220.14	11/05/2002 15:20	1220.144776	YES	\$1,948.66	07/17/2002 14:19	1,682.92	-265.74	N/A	N/A	0.00
6SD96102	10 YEAR	Rosco SD	57471	09/09/1998	09/09/2008	3,170.00	190,20	3,360.20	\$270.00	\$1,582.16	11/05/2002 15:20	1582,155587	NO		07/17/2002 14:19	1,948.52	N/A	N/A	1,948.52	1,948.52
6SD96362	7 YEAR	Kennebec SD	57544	09/01/1999	09/01/2006	3,170.00	190,20	3,360.20	\$270.00	\$1,459.88	11/05/2002 15:20	1459.876559	NO		07/17/2002 14:19	1,867.54	N/A	N/A	1,867.54	1,867.54
6SD97658	5 YEAR	White River SD	57579	07/19/2000	07/19/2005	3,170.00	190,20	3,360.20	\$270.00	\$1,442.38	11/05/2002 15:20	1442,357262	NO	l	07/17/2002 14:19	1,905.13	N/A	N/A	1,905,13	1,905.13
6SD98586	5Y Ássoc	Reva SD	57651	07/19/2000	07/19/2005	3,170.00	190,20	3,360.20	\$270.00	\$1,442.36	11/05/2002 15:20	1442,357262	YES	\$2,127.81	07/17/2002 14:19	1,905.13	-222.68	N/A	N/A	0.00
6SD98820	10 YEAR	Miller SD	57362	02/22/1998	02/22/2008	3,170.00	190,20	3,360,20	\$270,00	\$1,409.06	11/05/2002 15:20	1409,059244	NO		07/17/2002 14:19	1,775,45	N/A	N/A	1:775,45	1,775.45
			_			1,517,068,94	91,024.01	1,608,090.95		5719,128.17	•			748,391.63		924,461.11		31,856.15	248,129,19	

TOTAL BOND AMOUNT

279,985.34

Senger, Keith

From: Matt Swearingen [matt.sscomm@midconetwork.com]

Sent: Monday, December 23, 2002 4:45 PM

To: Keith.Senger@state.sd.us

Cc: Blau, Russell
Subject: Excel file

Keith

This project has taken a more time than expected to complete. I am sending you what I have and will complete after Christmas and send the completed file next week.



Acct#	city	state	zipcode	type of co	ntra start date	end date	any o	cont received per	tal Receiv	Financed	Unearned
6SD05912	Kennebec	SD	57544	10 year	3/22/1999	3/22/2009	1	3170	3170		12/20/2002 0:00 \$1,982.01
6SD10156	Selby	SD.	57472	10 year	5/1/1999	5/1/2009	1	3170	3170		12/20/2002 0:00 \$2,016.72
6SD01418	Dell Rapids	SD	57022-5422	10 year	4/22/1999	4/22/2009	1	3170	3170		12/20/2002 0:00 \$2,008.91
6SD26967	Aberdeen	SD.	57401	10 year	3/1/1997	3/1/2007	1	3170	3170		12/20/2002 0:00 \$1,329.80
6SD27805	Ipswich	SD	57451	10 year	8/14/1999	8/14/2009	1	3170	3170		12/20/2002 0:00 \$2,107.84
6SD30147	Roscoe	SD.	57471	10 year	4/20/1997	4/20/2007	1	3170	3170		12/20/2002 0:00 \$1,373.20
6SD33148	Pierre	SD.	57501	10 year	7/30/1997	7/30/2007	1	3170	3170		12/20/2002 0:00 \$1,460.87
6SD56190	Columbia	SD	57433	10 year	10/21/1998	10/21/2008	1	3170	3170		12/20/2002 0:00 \$1,850.11
6SD48902	Aberdeen	SD	57401	10 year	8/10/1998	8/10/2008	1	3170	3170		12/20/2002 0:00 \$1,787.63
6SD47089	Hecla	SD	57446	10 year	3/10/1999	3/10/2009	1	3170	3170		12/20/2002 0:00 \$1,971.60
6SD84702	Aberdeen	SD	57401	10 year	12/8/1998	12/8/2008	1	3170	3170		12/20/2002 0:00 \$1,891.76
6SD71733	St. Lawrence	SD.	57373-7200	10 year	3/10/1999	3/10/2009	1	3170	3170		12/20/2002 0:00 \$1,971.60
6SD59012	Watertown	SD	57201	10 year	3/15/1999	3/15/2009	1	3170	3170		12/20/2002 0:00 \$1,975.93
6SD59794	Gann Valley	SD	57341	10 year	3/22/1999	3/22/2009	1	3170	3170		12/20/2002 0:00 \$1,982.01
6SD72510	Presho	SD	57568	10 year	4/1/1999	4/1/2009	1	3170	3170		12/20/2002 0:00 \$1,990.69
6SD46843	Yanton	SD.		10 year	1/17/1998	1/17/2008	1	3170	3170		12/20/2002 0:00 \$1,609.30
6SD51111	Aberdeen	SD.		10 year	3/17/1999	3/17/2009	1	3170	3170		12/20/2002 0:00 \$1,977.67
6SD61283	Pierre	SD	57501	10 year	8/13/1997	8/13/2007	1	3170	3170		12/20/2002 0:00 \$1,473.03
6SD50432	St. Lawrence	SD	57373	10 year	10/20/1998	10/20/2008	1	3170	3170		12/20/2002 0:00 \$1,849.24
6SD54210	Wessington	SD	57381	10 year	10/20/1998	10/20/2008	1	3170	3170		12/20/2002 0:00 \$1,849.24
6SD16481	New Underw	∕ & D	57761	10 year	10/30/1998	10/30/2008	1	3170	3170		12/20/2002 0:00 \$1,857.92
6SD96102	Roscoe	SD.	57471	10 year	4/29/1997	4/29/2007	1	3170	3170		12/20/2002 0:00 \$1,381.02
6SD35793	Aberdeen	SD	57401	10 year	8/21/1998	8/21/2008	1	3170	3170		12/20/2002 0:00 \$1,797.17
6SD18676	Miller	SD.	57362	10 year	2/21/1998	2/21/2008	1	3170	3170		12/20/2002 0:00 \$1,639.69
6SD09906	Madison	SD.	57042	10 year	1/28/1998	1/28/2008	1	3170	3170		12/20/2002 0:00 \$1,618.85
6SD84536	Mobridge	SD.	57601	10 year	11/25/1998	11/25/2008	1	3170	3170		12/20/2002 0:00 \$1,880.48
6SD93383	Hoven	SD.	57450	10 year	11/25/1998	11/25/2008	1	3170	3170		12/20/2002 0:00 \$1,880.48
6SD84992	Onaka	SD.	57466-5111	10 year	11/27/1998	11/27/2008	1	3170	3170		12/20/2002 0:00 \$1,882.21
6SD85578	Onaka	SD.	57466-5111	10 year	11/27/1998	11/27/2008	1	3170	3170		12/20/2002 0:00 \$1,882.21
6SD13640	Miller	SD	57362	10 year	2/23/1998	2/23/2008	1	3170	3170		12/20/2002 0:00 \$1,641.42
6SD69320	Miller	SD	57362	10 year	2/23/1998	2/23/2008	1	3170	3170		12/20/2002 0:00 \$1,641.42
6SD29563		SD.		10 year	10/28/1998	10/28/2008	1	3170	3170		12/20/2002 0:00 \$1,856.18
6SD90548	Yankton	SD	57078	10 year	11/13/1997	11/13/2007	1	3170	3170		12/20/2002 0:00 \$1,552.88
6SD74920	Bowdle	SD	57428	10 year	4/21/1999	4/21/2009			0		12/20/2002 0:00 \$0.00

6SD51045	Pierre	SD.	57501	10 year	3/19/1999	3/19/2009			0	12/20/2002 0:00 \$0.00
6SD29467	Miller	SD	57362	10 year	3/17/1999	3/17/2009			0	12/20/2002 0:00 \$0.00
6SD05408	Bowdle	SD	57428	10 year	3/29/1999	3/29/2009			0	12/20/2002 0:00 \$0.00
6SD53187	Bowdle	SD	57428	10 year	3/29/1999	3/29/2009			0	12/20/2002 0:00 \$0.00
6SD06044	Eureka	SD			11/29/1999	11/29/2009			0	12/20/2002 0:00 \$0.00
6SD06375	Pierre	SD.	57501	10 year	7/29/1997	7/29/2007			0	12/20/2002 0:00 \$0.00
6SD08003	Bowdle	SD.		10 year	4/5/1999	4/5/2009			0	12/20/2002 0:00 \$0.00
6SD12293	Miller	SD.		10 year	3/11/1999	3/11/2009			0	12/20/2002 0:00 \$0.00
6SD15440		SD.		10 year	1/19/1999	1/19/2009			0	12/20/2002 0:00 \$0.00
6SD15722		SD.		10 year	1/22/1999	1/22/2009			0	12/20/2002 0:00 \$0.00
	Wessington			10 year	3/17/1999	3/17/2009			0	12/20/2002 0:00 \$0.00
6SD30802	_	SD.		10 year	3/17/1999	3/17/2009			0	12/20/2002 0:00 \$0.00
6SD95147		SD		10 year	5/4/1998	5/4/2008			0	12/20/2002 0:00 \$0.00
6SD65035		SD		•	10/31/1998	10/31/2008			0	12/20/2002 0:00 \$0.00
6SD41447		SD.		10 year	4/5/1999	4/5/2009			0	12/20/2002 0:00 \$0.00
6SD46109		SD		10 year	5/13/1997	5/13/2007			0	12/20/2002 0:00 \$0.00
6SD89409		SD.		10 year	9/10/1998	9/10/2008			0	12/20/2002 0:00 \$0.00
6SD98820		SD		10 year	2/22/1998	2/22/2008			0	12/20/2002 0:00 \$0.00
6SD50571		SD		10 year	3/27/1999	3/27/2009			0	12/20/2002 0:00 \$0.00
6SD52858	Sioux Falls	SD		10 year	9/2/1998	9/2/2008			0	12/20/2002 0:00 \$0.00
6SD54657		SD.		10 year	4/5/1999	4/5/2009			0	12/20/2002 0:00 \$0.00
6SD56589		SD.		10 year	8/8/1997	8/8/2007			0	12/20/2002 0:00 \$0.00
6SD58372		SD.		10 year	3/28/1999	3/28/2009			0	12/20/2002 0:00 \$0.00
6SD80659		SD		10 year	3/11/1999	3/11/2009			0	12/20/2002 0:00 \$0.00
	St. Lawrence			10 year	3/12/1999	3/12/2009			0	12/20/2002 0:00 \$0.00
6SD71282		SD.		10 year	4/5/1999	4/5/2009			0	12/20/2002 0:00 \$0.00
6SD72956		SD.		10 year	3/31/1999	3/31/2009			0	12/20/2002 0:00 \$0.00
	Pukwanna	SD				10/31/2008			0	12/20/2002 0:00 \$0.00
6SD03469		SD.		10 year	7/20/1999	7/20/2009			0	12/20/2002 0:00 \$0.00
	McLaughlin	SD		10 year	1/19/1999	1/19/2009			0	12/20/2002 0:00 \$0.00
6SD82367	_	SD.		10 year	1/22/1999	1/22/2009			0	12/20/2002 0:00 \$0.00
6SD12023		SD		10 year	3/19/1999	3/19/2009			0	12/20/2002 0:00 \$0.00
6SD26321		SD.		10 year	3/18/1999	3/18/2009			0	12/20/2002 0:00 \$0.00
6SD06867		SD		10 year assoc		8/10/2008	1	3170	3170	12/20/2002 0:00 \$1,787.63
		SD		2 year	1/11/2001	1/11/2003	1	1350	1350	12/20/2002 0:00 \$40.68
				_ ,		2000	•	.000	.000	

6SD43477	Pierre	SD	57501	2 year	3/16/2001	3/16/2003	1	1350	1350	12/20/2002 0:00 \$159.04
6SD80565	Huron	SD	57350	2 year	1/16/2001	1/16/2003	1	1350	1350	12/20/2002 0:00 \$49.93
6SD89305	Wessington	SD	57381	2 year	1/11/2001	1/11/2003	1	1350	1350	12/20/2002 0:00 \$40.68
6SD44228	Miller	SD	57362	2 year	1/15/2001	1/15/2003			0	12/20/2002 0:00 \$0.00
6SD01215	Huron	SD	57350	3 year	8/2/2002	8/2/2005	1	2700	2700	12/20/2002 0:00 \$2,355.11
6SD55097	Sioux Falls	SD	57103	3 year	10/1/2002	10/1/2005	1	2700	2700	12/20/2002 0:00 \$2,502.92
6SD21776	Mobridge	SD	57601-0848	3 year	5/21/2001	5/21/2004	1	2850	2850	12/20/2002 0:00 \$1,346.99
6SD00541	Dupree	SD	57623	3 year	7/3/2002	7/3/2005	3	5519	16557	12/20/2002 0:00 \$13,988.85
6SD00605	Britton	SD	57430	3 year	9/6/2002	9/6/2005	2	5519	11038	12/20/2002 0:00 \$9,980.53
6SD21276	Mission	SD	57555	3 year	12/21/2000	12/21/2003	1	5519	5519	12/20/2002 0:00 \$1,844.71
6SD44147	Aberdeen	SD	57402-1930	3 year	2/20/2002	2/20/2005	1	5519	5519	12/20/2002 0:00 \$3,993.22
6SD18836	Watertown	SD	57201	3 year	9/5/2002	9/5/2005	1	5519	5519	12/20/2002 0:00 \$4,985.23
6SD21975	Platte	SD	57369	3 year	3/13/2002	3/13/2005	2	5519	11038	12/20/2002 0:00 \$8,197.93
6SD21609	Plankinton	SD	57368	3 year	5/11/2001	5/11/2004	1	5519	5519	12/20/2002 0:00 \$2,558.08
6SD33684	Mobridge	SD	57601	-	9/3/2002	9/3/2005	3	5519	16557	12/20/2002 0:00 \$14,925.47
6SD41528	Huron	SD	57350	3 year	10/1/2002	10/1/2005	1	5519	5519	12/20/2002 0:00 \$5,116.15
6SD46190	Watertown	SD	57201		3/11/2002	3/11/2005	1	5519	5519	12/20/2002 0:00 \$4,088.89
6SD65933	Timber Lake	SD	57656		4/12/2002	4/12/2005	2	5519	11038	12/20/2002 0:00 \$8,500.07
6SD62587	Rapid City	SD	57709	3 year	4/10/2002	4/10/2005	1	5519	5519	12/20/2002 0:00 \$4,239.96
6SD18509	Watertown	SD	57201	3 year	8/1/2002	8/1/2005	1	7213	7213	12/20/2002 0:00 \$6,285.05
6SD65235	Beresford	SD	57004	3 year	7/31/2002	7/31/2005	1	8689	8689	12/20/2002 0:00 \$7,563.24
6SD43565	Mitchell	SD	57301-1400	3 year	2/15/2002	2/15/2005	1	41803	41803	12/20/2002 0:00 \$30,055.44
6SD14277	Ft Pierre	SD	57501	3 year	10/24/2002	10/24/2005			0	12/20/2002 0:00 \$0.00
6SD80000	Roscoe	SD.	57471	3 year	10/25/1999	10/25/2002			0	12/20/2002 0:00 \$0.00
6SD06682	Westport	SD	57481	3 year associa	4/14/1998	4/14/2003	3	3170	9510	12/20/2002 0:00 \$598.93
6SD23943	Warner	SD	57479	4 year	3/21/2001	3/21/2005	1	2700	2700	12/20/2002 0:00 \$1,519.10
6SD24776	Milbank	SD	57252	-	5/24/2001	5/24/2005	1	2852	2852	12/20/2002 0:00 \$1,729.55
6SD24276	Elkton	SD	57026	-	4/20/2001	4/20/2005	1	2862	2862	12/20/2002 0:00 \$1,669.01
6SD14649	Mobridge	SD	57601	4 year	4/26/2000	4/26/2004	1	3170	3170	12/20/2002 0:00 \$1,069.69
6SD73842	Huron	SD	57350	4 year	10/1/2002	10/1/2006	1	3170	3170	12/20/2002 0:00 \$2,996.42
6SD51801	Mobridge	SD	57601	4 year	7/19/2000	7/19/2004	1	5519	5519	12/20/2002 0:00 \$2,179.65
6SD23609	Ft. Pierre	SD	57532	4 year	11/21/2000	11/21/2004	1	5519	5519	12/20/2002 0:00 \$2,651.84
6SD03555	Mission	SD	57555		12/7/2002	12/7/2006	3	5519	16557	12/20/2002 0:00 \$16,409.68
6SD23776	Isabel	SD	57633	-	1/14/2001	1/14/2005	1	5519	5519	12/20/2002 0:00 \$2,855.83
6SD05099	Bowdle	SD	57428	4 year	10/4/2000	10/4/2004	2	5519	11038	12/20/2002 0:00 \$4,941.03
				-						

6SD40936	Milbank	SD	57252-0705 4 year	11/19/2001	11/19/2005	1	5519	5519	12/20/2002 0:00 \$4,023.09
6SD11848	Gettysburg	SD	57442 4 year	9/4/2002	9/4/2006	8	5519	44152	12/20/2002 0:00 \$40,918.42
6SD29778	Mobridge	SD	57601 4 year	8/15/2000	8/15/2004	2	5519	11038	12/20/2002 0:00 \$4,563.28
6SD23276	Mission	SD	57555 4 year	10/19/2000	10/19/2004	1	5519	5519	12/20/2002 0:00 \$2,527.18
6SD70011	Corsica	SD	57328-2212 4 year	5/8/2002	5/8/2006	2	5519	11038	12/20/2002 0:00 \$9,330.55
6SD17020	Highmore	SD	57345 4 year	5/17/2000	5/17/2004	1	5519	5519	12/20/2002 0:00 \$1,941.66
6SD00397	Britton	SD	57430 4 year	4/4/2000	4/4/2004	1	5519	5519	12/20/2002 0:00 \$1,779.23
6SD10044	Blunt	SD	57522 4 year	6/1/2001	6/1/2005	1	5519	5519	12/20/2002 0:00 \$3,377.13
6SD19760	Black Hawk	SD	57718 4 year	6/13/2000	6/13/2004	1	5519	5519	12/20/2002 0:00 \$2,043.65
6SD20187	Webster	SD	57274 4 year	8/29/2002	8/29/2006	1	5519	5519	12/20/2002 0:00 \$5,092.14
6SD20610	Webster	SD	57274-2217 4 year	8/9/2002	8/9/2006	1	5519	5519	12/20/2002 0:00 \$5,016.59
6SD56216	Faulkton	SD	57438 4 year	4/11/2000	4/11/2004	2	5519	11038	12/20/2002 0:00 \$3,611.34
6SD05580	Mobridge	SD	57601-0128 4 year	8/14/2000	3/14/2005	5	5519	27595	12/20/2002 0:00 \$13,442.87
6SD70620	Aberdeen	SD	57401 4 year	5/15/2002	5/15/2006	1	5519	5519	12/20/2002 0:00 \$4,691.72
6SD24990	Watertown	SD	57201 4 year	9/10/2002	9/10/2006	1	5519	5519	12/20/2002 0:00 \$5,137.47
6SD25390	Lemmon	SD	57638 4 year	9/11/2002	9/11/2006	1	5519	5519	12/20/2002 0:00 \$5,141.25
6SD26571	Faith	SD	57626 4 year	8/20/2002	8/20/2006	1	5519	5519	12/20/2002 0:00 \$5,058.14
6SD27864	Brookings	SD	57006 4 year	8/15/2002	8/15/2006	1	5519	5519	12/20/2002 0:00 \$5,039.25
6SD54903	Huron	SD	57350 4 year	4/9/2002	4/9/2006	1	5519	5519	12/20/2002 0:00 \$4,555.72
6SD43476	Huron	SD	57350 4 year	1/18/2002	1/18/2006	3	5519	16557	12/20/2002 0:00 \$12,749.23
6SD29023	Mobridge	SD	57601-0085 4 year	9/19/2001	9/19/2005	1	5519	5519	12/20/2002 0:00 \$3,792.66
6SD53335	McLaughlin	SD	57642 4 year	3/21/2002	3/21/2006	1	5519	5519	12/20/2002 0:00 \$4,483.95
6SD42825	Huron	SD	57350 4 year	1/9/2002	1/9/2006	3	5519	16557	12/20/2002 0:00 \$12,647.24
6SD28005	Redfield	SD	57469-0055 4 year	10/1/2001	10/1/2005	1	5519	5519	12/20/2002 0:00 \$3,837.99
6SD29451	Freeman	SD	57029 4 year	9/6/2002	9/6/2006	1	5519	5519	12/20/2002 0:00 \$5,122.36
6SD26232	Pierre	SD	57501 4 year	7/12/2000	7/12/2004	1	5519	5519	12/20/2002 0:00 \$2,153.20
6SD32174	Gettysburg	SD	57442-0125 4 year	7/19/2002	7/19/2006	1	5519	5519	12/20/2002 0:00 \$4,937.26
6SD26697	Gettysburg	SD	57442 4 year	7/5/2000	7/5/2004	1	5519	5519	12/20/2002 0:00 \$2,126.76
6SD32365	Gettysburg	SD	57442 4 year	5/2/2000	5/2/2004	1	5519	5519	12/20/2002 0:00 \$1,885.00
6SD33999	Milbank	SD	57252 4 year	8/9/2002	8/9/2006	1	5519	5519	12/20/2002 0:00 \$5,016.59
6SD35449	Sioux Falls	SD	57118 4 year	10/23/2002	10/23/2006	1	5519	5519	12/20/2002 0:00 \$5,299.90
6SD55578	Miller	SD	57362 4 year	4/9/2002	4/9/2006	1	5519	5519	12/20/2002 0:00 \$4,555.72
6SD32670	Ferney	SD	57439 4 year	7/12/2000	7/12/2004	1	5519	5519	12/20/2002 0:00 \$2,153.20
6SD43134	Aberdeen	SD	57402-1540 4 year	1/9/2002	1/9/2006	1	5519	5519	12/20/2002 0:00 \$4,215.75
6SD76646	Madison	SD	57042-3220 4 year	5/29/2002	5/29/2006	1	5519	5519	12/20/2002 0:00 \$4,744.60
			•						

6SD42240	Pierre	SD	57501 4 year	11/30/2001	11/30/2005	3	5519	16557	12/20/2002 0:00 \$12,193.93 -
6SD42664	Phillip	SD	57567 4 year	5/31/2001	5/31/2005	1	5519	5519	12/20/2002 0:00 \$3,373.35
6SD42942	Mobridge	SD	57601 4 year	5/4/2000	5/4/2004	1	5519	5519	12/20/2002 0:00 \$1,892.55
6SD46515	Sioux Falls	SD	57101 4 year	8/1/2002	8/1/2006	1	5519	5519	12/20/2002 0:00 \$4,986.37
6SD46749	Yankton	SD	57078 4 year	10/11/2002	10/11/2006	1	5519	5519	12/20/2002 0:00 \$5,254.57
6SD47826	Madison	SD	57042 4 year	10/9/2002	10/9/2006	1	5519	5519	12/20/2002 0:00 \$5,247.02
6SD48697	Onida	SD	57564 4 year	7/1/2002	7/1/2006	1	5519	5519	12/20/2002 0:00 \$4,869.26
6SD49126	Onida	SD	57564 4 year	7/1/2002	7/1/2006	1	5519	5519	12/20/2002 0:00 \$4,869.26
6SD49702	Onida	SD	57564 4 year	7/1/2002	7/1/2006	1	5519	5519	12/20/2002 0:00 \$4,869.26
6SD50438	Mobridge	SD	57601 4 year	10/2/2000	10/2/2004	1	5519	5519	12/20/2002 0:00 \$2,462.96
6SD51351	Black Hawk	SD	57718 4 year	9/6/2002	9/6/2006	2	5519	11038	12/20/2002 0:00 \$10,244.71
6SD51797	Gettysburg	SD	57442 4 year	8/8/2000	8/8/2004	1	5519	5519	12/20/2002 0:00 \$2,255.20
6SD12699	McLaughlin	SD	57642 4 year	6/29/2000	6/29/2004	1	5519	5519	12/20/2002 0:00 \$2,104.10
6SD55331	Menno	SD	57045 4 year	8/31/2000	8/31/2004	1	5519	5519	12/20/2002 0:00 \$2,342.08
6SD22943	Scenic	SD	57780 4 year	10/12/2000	10/12/2004	1	5519	5519	12/20/2002 0:00 \$2,500.74
6SD23109	Pine Ridge	SD	57770 4 year	10/14/2000	10/14/2004	1	5519	5519	12/20/2002 0:00 \$2,508.29
6SD55845	Milbank	SD	57252 4 year	7/1/2002	7/1/2006	1	5519	5519	12/20/2002 0:00 \$4,869.26
6SD58888	Mobridge	SD	57601 4 year	5/11/2000	5/11/2004	1	5519	5519	12/20/2002 0:00 \$1,919.00
6SD21943	Mobridge	SD	57601 4 year	9/2/2000	9/2/2004	1	5519	5519	12/20/2002 0:00 \$2,349.64
6SD62001	Ipswich	SD	57451 4 year	11/9/2002	11/9/2006	4	5519	22076	12/20/2002 0:00 \$21,456.48
6SD69930	Timber Lake	SD	57656 4 year	7/12/2000	7/12/2004	1	5519	5519	12/20/2002 0:00 \$2,153.20
6SD12015	Timber Lake	SD	57656 4 year	6/7/2001	6/7/2005	1	5519	5519	12/20/2002 0:00 \$3,399.79
6SD70079	Huron	SD	57350 4 year	5/14/2002	5/14/2006	1	5519	5519	12/20/2002 0:00 \$4,687.94
6SD64050	Mitchell	SD	57301 4 year	9/30/2002	9/30/2006	2	5519	11038	12/20/2002 0:00 \$10,426.04
6SD64354	Gettysburg	SD.	57442 4 year	4/18/2000	4/18/2004	1	5519	5519	12/20/2002 0:00 \$1,832.11
6SD38820	Aberdeen	SD	57401 4 year	11/15/2001	11/15/2005	1	5519	5519	12/20/2002 0:00 \$4,007.98
6SD65512	Philip	SD	57567 4 year	7/3/2002	7/3/2006	1	5519	5519	12/20/2002 0:00 \$4,876.82
6SD56074	Highmore	SD	57345 4 year	4/9/2002	4/9/2006	4	5519	22076	12/20/2002 0:00 \$18,222.90
6SD61787	Pierre	SD	57501-2870 4 year	4/9/2002	4/9/2006	2	5519	11038	12/20/2002 0:00 \$9,111.45
6SD72732	Madison	SD	57042 4 year	5/28/2002	5/28/2006	2	5519	11038	12/20/2002 0:00 \$9,481.65
6SD68422	Brookings	SD	57006 4 year	12/9/2002	12/9/2006	2	5519	11038	12/20/2002 0:00 \$10,954.89
6SD30814	Yankton	SD	57078 4 year	6/13/2000	6/13/2004	1	5519	5519	12/20/2002 0:00 \$2,043.65
6SD74214	Flandreau	SD	57028 4 year	8/14/2002	8/14/2006	1	5519	5519	12/20/2002 0:00 \$5,035.47
6SD22109	Hoven	SD	57450 4 year	9/16/2000	9/16/2004	1 .	5519	5519	12/20/2002 0:00 \$2,402.52
6SD71369	Redfield	SD	57469 4 year	5/21/2002	5/21/2006	1	5519	5519	12/20/2002 0:00 \$4,714.38
			-						• •

6SD24609	Timber Lake	SD	57656-0350	4 year	5/14/2001	5/14/2005	1	5519	5519	12/20/2002 0:00 \$3,309.13
6SD76388	Tyndall	SD	57066	4 year	11/1/2002	11/1/2006	3	5519	16557	12/20/2002 0:00 \$16,001.70
6SD77137	Sioux Falls	SD	57104-0254	4 year	7/12/2002	7/12/2006	6	5519	33114	12/20/2002 0:00 \$29,464.89
6SD78166	Wessington	SSD	57382	4 year	7/8/2002	7/8/2006	1	5519	5519	12/20/2002 0:00 \$4,895.70
	Timber Lake		57656 ·	4 year	5/16/2000	5/16/2004	1	5519	5519	12/20/2002 0:00 \$1,937.88
6SD22276	Stockholm	SD	57264	-	9/21/2000	9/21/2004	2	5519	11038	12/20/2002 0:00 \$4,842.82
6SD81095	Watertown	SD	57201	4 year	10/5/2000	10/5/2004	5	5519	27595	12/20/2002 0:00 \$12,371.48
6SD70862	Milbank	SD	57252	4 year	5/15/2002	5/15/2006	1	5519	5519	12/20/2002 0:00 \$4,691.72
6SD82581	Corisca	SD	57328	4 year	11/19/2002	11/19/2006	4	5519	22076	12/20/2002 0:00 \$21,607.58
6SD82852	Platte	SD	57369	-	9/20/2002	9/20/2006	1	5519	5519	12/20/2002 0:00 \$5,175.24
6SD83133	Rapid City	SD	57701	4 year	5/10/2000	5/10/2004	1	5519	5519	12/20/2002 0:00 \$1,915.22
6SD22776	•	SD	57053	-	10/12/2000	10/12/2004	1	5519	5519	12/20/2002 0:00 \$2,500.74
6SD12584	Lake Prestor	SD	57249	4 year	7/14/2002	7/14/2006	1	5519	5519	12/20/2002 0:00 \$4,918.37
6SD23443	McLaughlin	SD	57642	4 year	11/8/2000	11/8/2004	1	5519	5519	12/20/2002 0:00 \$2,602.73
6SD88822	Sisseton	SD	57262	-	9/18/2002	9/18/2006	1	5519	5519	12/20/2002 0:00 \$5,167.69
6SD24443	Miller	SD	57362	4 year	4/27/2001	4/27/2005	1	5529	5529	12/20/2002 0:00 \$3,250.79
6SD84812	Gettysburg	SD	57442	-	7/8/2000	7/8/2004	1	5577	5577	12/20/2002 0:00 \$2,160.56
6SD24109	Keldron	SD	57634	4 year	4/18/2001	4/18/2005	1	5850	5850	12/20/2002 0:00 \$3,403.49
6SD05585	Watertown	SD	57201	4 year	9/10/2002	9/10/2006	1	8218	8218	12/20/2002 0:00 \$7,649.88
6SD24791	Mitchell	SD	57301	4 year	7/18/2002	7/18/2006	1	8219	8219	12/20/2002 0:00 \$7,347.03
6SD72025	Milbank	SD	57252	4 year	5/22/2002	5/22/2006	1	8689	8689	12/20/2002 0:00 \$7,428.17
6SD53228	Winner	SD	57580	4 year	7/8/2002	7/8/2006	1	8689	8689	12/20/2002 0:00 \$7,707.70
6SD78696	Alcester	SD	57001-0168	4 year 1	11/12/2002	11/12/2006	1	8689	8689	12/20/2002 0:00 \$8,463.00
6SD59684	Pierre	SD	57501-5747	4 year	11/6/2002	11/6/2006	1	14208	14208	12/20/2002 0:00 \$13,780.11
6SD71320	Worthing	SD	57077	4 year	5/21/2002	5/21/2006	1	14208	14208	12/20/2002 0:00 \$12,136.61
6SD15023	Sioux Falls	SD	57103	4 year	10/1/2002	10/1/2006			0	12/20/2002 0:00 \$0.00
6SD10561	Redfield	SD	57469	4 year	4/1/2000	4/1/2004			0	12/20/2002 0:00 \$0.00
6SD71685	Gettysburg	SD	57442		4/1/2000	4/1/2004			0	12/20/2002 0:00 \$0.00
6SD19191	Sioux Falls	SD	57104	4 year	11/5/2002	11/5/2006			0	12/20/2002 0:00 \$0.00
6SD19516	Parkston	SD	57366	4 year	10/11/2002	10/11/2006			0	12/20/2002 0:00 \$0.00
6SD21266	Hartford	SD	57033		12/16/1999	12/16/2005			0	12/20/2002 0:00 \$0.00
6SD52418	Britton	SD	57430-0627	4 year	4/6/2000	4/6/2004			0	12/20/2002 0:00 \$0.00
3SD84424	Wentworth	SD	57075	•	4/4/2000	4/4/2004			0	12/20/2002 0:00 \$0.00
3SD01703	Highmore	SD	57345	-	4/1/2000	4/1/2004			0	12/20/2002 0:00 \$0.00
3SD48345	-	SD	57632	•	5/12/2000	5/12/2004			0	12/20/2002 0:00 \$0.00
				-						

6SD27072	Rapid City	SD	57702 4 year	3/16/2000	3/16/2004			0	12/20/2002 0:00 \$0.00
6SD52776	Wood	SD	57585 4 year ass	socia11/10/2000	11/10/2004	2	5519	11038	12/20/2002 0:00 \$5,220.57
6SD33776	Highmore	SD	57345 5 year	4/27/2001	4/27/2006	1	2700	2700	12/20/2002 0:00 \$1,809.86
6SD16534	_	SD	57461 5 year	7/27/2001	7/27/2006	1	2700	2700	12/20/2002 0:00 \$1,944.41
6SD33609	Redfield	SD	57469 5 year	4/2/2001	4/2/2006	1	2700	2700	12/20/2002 0:00 \$1,772.89
6SD45504	Highmore	SD	57345 5 year	3/6/2002	6/6/2007	1	3170	3170	12/20/2002 0:00 \$2,692.35
6SD72579	Onida	SD	57564 5 year	5/22/2002	5/22/2007	1	3170	3170	12/20/2002 0:00 \$2,801.96
6SD49099	Bellefourche	SD.	57717 5 year	1/12/1998	1/12/2003	1	3170	3170	12/20/2002 0:00 \$39.93
6SD46791	Highmore	SD	57345 5 year	12/15/1998	12/15/2003	1	3170	3170	12/20/2002 0:00 \$624.97
6SD72639	Selby	SD	57472 5 year	5/22/2002	5/22/2007	1	3170	3170	12/20/2002 0:00 \$2,801.96
6SD14545	Gregory	SD	57533 5 year	10/4/2002	10/4/2007	1	3170	3170	12/20/2002 0:00 \$3,036.33
6SD16078	Mitchell	SD	57301 5 year	10/1/2002	10/1/2007	1	3170	3170	12/20/2002 0:00 \$3,031.12
6SD16606	Sioux Falls	SD	57105 5 year	7/30/2001	7/30/2006	1	3170	3170	12/20/2002 0:00 \$2,288.09
6SD28914	Groton	SD	57445 5 year	10/21/2002	10/21/2007	1	3170	3170	12/20/2002 0:00 \$3,065.84
6SD37054	Miranda	SD.	57438 5 year	5/26/1998	5/26/2003	1	3170	3170	12/20/2002 0:00 \$272.56
6SD69229	Hitchcock	SD	57348 5 year	5/3/2002	5/3/2007	1	3170	3170	12/20/2002 0:00 \$2,768.98
6SD68130	Clearfield	SD	57580 5 year	5/18/2000	5/18/2005	1	3170	3170	12/20/2002 0:00 \$1,527.71
6SD19437	Miller	SD	57362 5 year	3/17/1998	3/17/2003	1	3170	3170	12/20/2002 0:00 \$151.04
6SD55209	Platte	SD	57369 5 year	12/2/2000	12/2/2005	1	3170	3170	12/20/2002 0:00 \$1,871.45
6SD57323	Howard	SD 57	7349-0129 5 year	11/1/2002	11/1/2007	1	3170	3170	12/20/2002 0:00 \$3,084.93
6SD54077	McLaughlin	SD	57642 5 year	3/29/2002	3/29/2007	1	3170	3170	12/20/2002 0:00 \$2,708.21
6SD46896	Mission	SD	57555 5 year	7/19/2000	7/19/2005	1	3170	3170	12/20/2002 0:00 \$1,635.35
6SD27944	Onaka	SD	57466 5 year	9/12/2001	9/12/2006	1	3170	3170	12/20/2002 0:00 \$2,364.48
6SD91297	Waubay	SD	57273 5 year	4/29/2000	4/29/2005	1	3170	3170	12/20/2002 0:00 \$1,494.73
6SD70839	Eagle Butte	SD	57625 5 year	8/16/2002	8/16/2007	1	3170	3170	12/20/2002 0:00 \$2,951.26
6SD44910	Selby	SD	57472 5 year	2/22/2002	2/22/2007	1	3170	3170	12/20/2002 0:00 \$2,647.45
6SD69230	Miller	SD	57362 5 year	5/3/2002	5/3/2007	1	3170	3170	12/20/2002 0:00 \$2,768.98
6SD88217	Willow Lake	SD	57278 5 year	7/9/2002	7/9/2007	1	3170	3170	12/20/2002 0:00 \$2,885.29
6SD66660	Pierre	SD 57	7501-0729 5 year	4/23/2002	4/23/2007	1	5519	5519	12/20/2002 0:00 \$4,790.59
6SD12784	Miller	SD	57362 5 year	5/3/2001	5/3/2006	1	5519	5519	12/20/2002 0:00 \$3,717.62
6SD71718	Mobridge	SD	57601 5 year	5/21/2002	5/21/2007	1	5519	5519	12/20/2002 0:00 \$4,875.22
6SD67490	Chamberlain	SD	57325 5 year	4/25/2002	4/25/2007	1	5519	5519	12/20/2002 0:00 \$4,796.63
6SD29786	Platte		7369-0390 5 year	7/8/2002	7/8/2007	1	5519	5519	12/20/2002 0:00 \$5,020.30
6SD51945	Winner	SD 57	7580-0350 5 year	3/13/2002	3/13/2007	1	5519	5519	12/20/2002 0:00 \$4,666.67
6SD52597	Chamberlain	SD	57325 5 year	3/14/2002	3/14/2007	1	5519	5519	12/20/2002 0:00 \$4,669.69

6SD38357	Winner	SD	57580 5	year	3/21/2002	3/21/2007	1	5519	5519	12/20/2002 0:00 \$4,690.85
6SD41937	Mitchell	SD	57301-4000 5	year	7/1/2002	7/1/2007	1	5519	5519	12/20/2002 0:00 \$4,999.14
6SD19163	Aberdeen	SD	57401 5	year	9/6/2001	9/6/2006	1	5519	5519	12/20/2002 0:00 \$4,098.45
6SD33891	Groton	SD	57445 5	year	11/6/2001	11/6/2006	1,	5519	5519	12/20/2002 0:00 \$4,282.82
6SD18290	Aberdeen	SD	57401-0908 5	year	8/21/2001	8/21/2006	1	5519	5519	12/20/2002 0:00 \$4,050.09
6SD33443	Redfield	SD	57469 5	year	3/20/2001	3/20/2006	1	5519	5519	12/20/2002 0:00 \$3,584.63
6SD67534	Tyndall	SD	57066 5	year	4/26/2002	4/26/2007	1	5519	5519	12/20/2002 0:00 \$4,799.66
6SD18486	Watertown	SD	57201-4195 5	year	8/31/2001	8/31/2006	1	5519	5519	12/20/2002 0:00 \$4,080.31
6SD53414	Chamberlain	SD	57325 5	year	5/27/2002	5/27/2007	1	5519	5519	12/20/2002 0:00 \$4,893.35
6SD67168	Pierre	SD	57501-0339 5	year	4/24/2002	4/24/2007	2	5519	11038	12/20/2002 0:00 \$9,587.22
6SD46276	Chamberlain	SD	57325 5	year	3/12/2002	3/12/2007	1	5519	5519	12/20/2002 0:00 \$4,663.65
6SD91327	Sioux Falls	SD	57104 5	year	3/22/2001	3/22/2006	3	5519	16557	12/20/2002 0:00 \$10,772.02
6SD07667	Burke	SD	57523 5	year	9/30/1999	9/30/2004			0	12/20/2002 0:00 \$0.00
6SD18615	Highmore	SD	57345 5	year '	12/15/1998	12/15/2003			0	12/20/2002 0:00 \$0.00
6SD41934	•	SD	57350 5		3/11/2000	3/11/2005			0	12/20/2002 0:00 \$0.00
6SD18737	Aberdeen	SD	57401 5		11/6/1999	11/6/2006			0	12/20/2002 0:00 \$0.00
6SD76716	Rapid City	SD	57701 5	year ^	10/26/1999	10/26/2004			0	12/20/2002 0:00 \$0.00
6SD95877	Whitewood	SD	57793 5	year	3/13/2000	3/13/2005			0	12/20/2002 0:00 \$0.00
6SD09351	St. Onge	SD	57779 5	year	3/15/2000	3/15/2005			0	12/20/2002 0:00 \$0.00
6SD65760	Aberdeen	SD.	57401 5	year	4/19/1998	4/19/2003			0	12/20/2002 0:00 \$0.00
6SD11435	Canton	SD.	57013 5	year	1/9/1998	1/9/2003	1	3170	3170	12/20/2002 0:00 \$34.72
6SD20930	Faulkton	SD	57438 5	year associa	4/11/2000	4/11/2005	1	1847	1847	12/20/2002 0:00 \$852.69
6SD15166	Miller	SD	57362 5	year associa	2/23/1998	2/23/2003	2	3170	6340	12/20/2002 0:00 \$225.68
6SD15294	Roscoe	SD	57471 5	year associa	5/11/2000	5/11/2005	1	3675	3675	12/20/2002 0:00 \$1,757.00
6SD07983	Bowdle	SD	57428 5	year associa	3/10/2000	3/10/2005			0	12/20/2002 0:00 \$0.00
6SD34436	Mitchell	SD	57301 6	year '	11/16/2000	11/16/2006	1	1847	1847	12/20/2002 0:00 \$1,202.95
6SD00842	Aberdeen	SD	57402-1827 6	year	12/7/2002	12/7/2008	1	3170	3170	12/20/2002 0:00 \$3,151.20
6SD54776	Sioux Falls	SD	57106 6	year	2/11/2001	2/11/2007	1	3170	3170	12/20/2002 0:00 \$2,190.50
6SD01558	Aberdeen	SD.	57401 6	year	11/3/2002	11/3/2008	1	3170	3170	12/20/2002 0:00 \$3,102.03
6SD02070	Ree Heights	SD	57371 6	year	5/21/2000	5/21/2006	1	3170	3170	12/20/2002 0:00 \$1,805.64
6SD02571	Hurley	SD	57036 6	year	5/30/2000	5/30/2006	1	3170	3170	12/20/2002 0:00 \$1,818.66
6SD19062	Mobridge	SD	57601 6	year	7/7/2000	7/7/2006	1	3170	3170	12/20/2002 0:00 \$1,873.64
6SD85664	White Horse	SD	57661 6	year	7/7/2000	7/7/2006	1	3170	3170	12/20/2002 0:00 \$1,873.64
6SD02898	Aberdeen	SD	57401 6	year	4/6/2001	4/6/2007	1	3170	3170	12/20/2002 0:00 \$2,268.63
6SD03962	Mitchell	SD	57301 6	year ²	10/18/2002	10/18/2008	1	3170	3170	12/20/2002 0:00 \$3,078.89
				-						· •

6SD04729	Aberdeen	SD	57401 6 year	10/4/2002	10/4/2008	1	3170	3170	12/20/2002 0:00 \$3,058.65
6SD85627	Pierre	SD	57501 6 year	7/19/2000	7/19/2006	1	3170	3170	12/20/2002 0:00 \$1,891.00
6SD05714	Geddes	SD	57342 6 year	7/26/2000	7/26/2006	1	3170	3170	12/20/2002 0:00 \$1,901.13
6SD52109	Timber Lake	SD	57656 6 year	10/29/2000	10/29/2006	1	3170	3170	12/20/2002 0:00 \$2,038.58
6SD97658	White River	SD	57579 6 year	7/19/2000	7/19/2006	1	3170	3170	12/20/2002 0:00 \$1,891.00
6SD49819	Hermosa	SD	57744 6 year	5/20/2000	5/20/2006	1	3170	3170	12/20/2002 0:00 \$1,804.19
6SD51109	Ludlow	SD	57755 6 year	10/16/2000	10/16/2006	1	3170	3170	12/20/2002 0:00 \$2,019.77
6SD12046	Seneca	SD	57473 6 year	6/13/2001	6/13/2007	1	3170	3170	12/20/2002 0:00 \$2,367.01
6SD48845	Highmore	SD	57345 6 year	6/7/2000	6/7/2006	1	3170	3170	12/20/2002 0:00 \$1,830.24
6SD70924	Pierre	SD	57501-4086 6 year	5/17/2002	5/17/2008	2	3170	6340	12/20/2002 0:00 \$5,712.36
6SD16454	Tyndall	SD	57066 6 year	11/13/2002	11/13/2008	2	3170	6340	12/20/2002 0:00 \$6,232.98
6SD76961	Black Hawk	SD	57718 6 year	6/28/2002	6/28/2008	1	3170	3170	12/20/2002 0:00 \$2,916.92
6SD55943	Canton	SD	57013 6 year	4/16/2001	4/16/2007	1	3170	3170	12/20/2002 0:00 \$2,283.09
6SD56776	Westport	SD	57481 6 year	5/22/2001	5/22/2007	1	3170	3170	12/20/2002 0:00 \$2,335.18
6SD55276	Groton	SD	57445 6 year	2/22/2001	2/22/2007	1	3170	3170	12/20/2002 0:00 \$2,206.41
6SD49609	Eagle Butte	SD	57625 6 year	9/6/2000	9/6/2006	1	3170	3170	12/20/2002 0:00 \$1,961.90
6SD23396	Gregory	SD	57533 6 year	10/15/2002	10/15/2008	2	3170	6340	12/20/2002 0:00 \$6,149.11
6SD73406	Aberdeen	SD	57401 6 year	4/24/2000	4/24/2006	1	3170	3170	12/20/2002 0:00 \$1,766.58
6SD82323	Wessington	SD	57381 6 year	7/16/2000	7/16/2006	1	3170	3170	12/20/2002 0:00 \$1,886.66
6SD28037	Westport	SD :	57481-6400 6 year	9/13/2001	9/13/2007	1	3170	3170	12/20/2002 0:00 \$2,500.12
6SD56943	Bowdle	SD	57428 6 year	5/29/2001	5/29/2007	1	3170	3170	12/20/2002 0:00 \$2,345.31
6SD52609	Pierre	SD	57501 6 year	11/9/2000	11/9/2006	1	3170	3170	12/20/2002 0:00 \$2,054.50
6SD09266	Aberdeen	SD	57401 6 year	7/16/2000	7/16/2006	1	3170	3170	12/20/2002 0:00 \$1,886.66
6SD15004	Redfield	SD	57469-1112 6 year	7/12/2001	7/12/2007	1	3170	3170	12/20/2002 0:00 \$2,408.97
6SD71429	Selby	SD	57472 6 year	6/13/2000	6/13/2006	1	3170	3170	12/20/2002 0:00 \$1,838.92
6SD56109	Bowdle	SD	57428 6 year	4/18/2001	4/18/2007	1	3170	3170	12/20/2002 0:00 \$2,285.99
6SD65902	Vermillion	SD	57069 6 year	4/11/2002	4/11/2008	1	3170	3170	12/20/2002 0:00 \$2,804.12
6SD44823	Pierre	SD	57501 6 year	2/22/2002	2/22/2008	1	3170	3170	12/20/2002 0:00 \$2,734.50
6SD39991	Onida	SD	57564 6 year	11/13/2000	11/13/2006	1	3170	3170	12/20/2002 0:00 \$2,060.28
6SD04250	McLaughlin	SD	57642 6 year	6/3/2000	6/3/2006	1	3170	3170	12/20/2002 0:00 \$1,824.45
6SD39652	Lennox	SD	57039 6 year	11/16/2001	11/16/2007	1	3170	3170	12/20/2002 0:00 \$2,592.72
6SD40587	Lake Preston	SD	57249 6 year	7/20/2000	7/20/2006	1	3170	3170	12/20/2002 0:00 \$1,892.45
6SD54443		SD	57638 6 year	1/19/2001	1/19/2007	1	3170	3170	12/20/2002 0:00 \$2,157.22
	Morristown	SD	57645 6 year	1/23/2001	1/23/2007	1	3170	3170	12/20/2002 0:00 \$2,163.01
6SD42035	Selby	SD	57472 6 year	11/18/2002	11/18/2008	1	3170	3170	12/20/2002 0:00 \$3,123.72

6SD48943	Hosmer	SD	57448 6 year	8/31/2000	8/31/2006	1	3170	3170	12/20/2002 0:00 \$1,953.22
6SD20057	Sioux Falls	SD	57106 6 year	9/6/2001	9/6/2007	1	3170	3170	12/20/2002 0:00 \$2,489.99
6SD15795	Tolstoy	SD	57475 6 year	7/19/2001	7/19/2007	1	3170	3170	12/20/2002 0:00 \$2,419.10
6SD50109	Hoven	SD	57450 6 year	9/16/2000	9/16/2006	1	3170	3170	12/20/2002 0:00 \$1,976.37
6SD55776	Mobridge	SD	57601 6 year	4/10/2001	4/10/2007	1	3170	3170	12/20/2002 0:00 \$2,274.41
6SD49443	Burke	SD	57523 6 year	9/2/2000	9/2/2006	1	3170	3170	12/20/2002 0:00 \$1,956.11
6SD52276	Bowdle	SD	57428 6 year	11/1/2000	11/1/2006	1	3170	3170	12/20/2002 0:00 \$2,042.92
6SD51443	Chamberlain	SD	57325 6 year	10/23/2000	10/23/2006	1	3170	3170	12/20/2002 0:00 \$2,029.90
6SD19102	Dante	SD	57329 6 year	9/5/2001	9/5/2007	1	3170	3170	12/20/2002 0:00 \$2,488.54
6SD66418	Timber Lake	SD	57656 6 year	8/17/2000	8/17/2006	1	3170	3170	12/20/2002 0:00 \$1,932.96
6SD47381		SD	57454 6 year	7/17/2000	7/17/2006	1	3170	3170	12/20/2002 0:00 \$1,888.11
	Eagle Butte	SD	57625 6 year	5/22/2000	5/22/2006	1	3170	3170	12/20/2002 0:00 \$1,807.09
6SD53443	-	SD	57024 6 year	12/27/2000	12/27/2006	1	3170	3170	12/20/2002 0:00 \$2,123.94
	Timber Lake	SD	57656 6 year	9/6/2000	9/6/2006	1	3170	3170	12/20/2002 0:00 \$1,961.90
6SD52443		SD	57623 6 year	11/7/2000	11/7/2006	1	3170	3170	12/20/2002 0:00 \$2,051.60
	Wessington 9	SSD	57382 6 year	12/1/2000	12/1/2006	1	3170	3170	12/20/2002 0:00 \$2,086.33
6SD51998	•	SD	57523 6 year	7/13/2000	7/13/2006	1	3170	3170	12/20/2002 0:00 \$1,882.32
6SD54943	Cresbard	SD	57435 6 year	2/16/2001	2/16/2007	1	3170	3170	12/20/2002 0:00 \$2,197.73
6SD11358	Faulkton	SD	57438 6 year	6/6/2001	6/6/2007	1	3170	3170	12/20/2002 0:00 \$2,356.88
6SD51276	Hoven	SD	57450 6 year	10/18/2000	10/18/2006	1	3170	3170	12/20/2002 0:00 \$2,022.67
6SD55443		SD	57301 6 year	3/15/2001	3/15/2007	3	3170	9510	12/20/2002 0:00 \$6,710.39
6SD37579	Onida	SD	57564 6 year	7/17/2000	7/17/2006	1	3170	3170	12/20/2002 0:00 \$1,888.11
6SD62604	Kvie	SD	57752 6 year	7/21/2000	7/21/2006	1	3170	3170	12/20/2002 0:00 \$1,893.90
6SD52943	.•	SD	57301 6 year		11/16/2006	1	3170	3170	12/20/2002 0:00 \$2,064.62
6SD00883	Huron	SD	57350 6 year	8/3/2000	8/3/2006	1	3170	3170	12/20/2002 0:00 \$1,912.71
6SD72670		SD	57048 6 year	5/24/2002	5/24/2008	1	3170	3170	12/20/2002 0:00 \$2,866.30
6SD07451		SD	57472 6 year	4/26/2000	4/26/2006	1	3170	3170	12/20/2002 0:00 \$1,769.47
6SD21097	•	SD	57559 6 year	7/14/2000	7/14/2006	1	3170	3170	12/20/2002 0:00 \$1,883.77
6SD68879		SD	57430 6 year	9/17/2002	9/17/2008	1	3170	3170	12/20/2002 0:00 \$3,034.06
6SD53609		SD	57601 6 year	1/10/2001	1/10/2007	1	3170	3170	12/20/2002 0:00 \$2,144.20
6SD51943	-	SD	57450 6 year		10/25/2006	1	3170	3170	12/20/2002 0:00 \$2,032.79
6SD54431		SD	57433 6 year	4/1/2002	4/1/2008	1	3170	3170	12/20/2002 0:00 \$2,789.66
6SD70402		SD	57533-9706 6 year	10/4/2002	10/4/2008	2	3170	6340	12/20/2002 0:00 \$6,117.29
6SD27304		SD	57473 6 year	8/24/2000	8/24/2006	1	3170	3170	12/20/2002 0:00 \$1,943.09
6SD69274		SD	57067 6 year	8/15/2000		1	3170	3170	12/20/2002 0:00 \$1,930.07
,		-	- · - · · · · · · · · · · · · · · · · ·		· - · • •	-			41,000,0

6SD75445	Herreid	SD	57632 6 year	7/8/2002	7/8/2008	1	3170	3170	12/20/2002 0:00 \$2,931.38
6SD50609	Seneca	SD	57473 6 year	9/26/2000	9/26/2006	1	3170	3170	12/20/2002 0:00 \$1,990.84
6SD75915	Rapid City	SD	57701 6 year	8/1/2000	8/1/2006	1	3170	3170	12/20/2002 0:00 \$1,909.81
6SD31241	Tolstoy	SD	57475 6 year	9/29/2001	9/29/2007	1	3170	3170	12/20/2002 0:00 \$2,523.27
6SD71171	Huron	SD	57350 6 year	5/17/2002	5/17/2008	1	3170	3170	12/20/2002 0:00 \$2,856.18
6SD54825	Selby	SD	57472 6 year	4/8/2002	4/8/2008	1	3170	3170	12/20/2002 0:00 \$2,799.78
6SD55109	Sisseton	SD	57262 6 year	2/20/2001	2/20/2007	1	3170	3170	12/20/2002 0:00 \$2,203.52
6SD46642	Highmore	SD	57345 6 year	5/17/2000	5/17/2006	1	3170	3170	12/20/2002 0:00 \$1,799.85
6SD17438	St. Lawrence	SD	57373 6 year	8/17/2001	8/17/2007	1	3170	3170	12/20/2002 0:00 \$2,461.05
6SD86903	St. Lawrence	SD	57373 6 year	8/24/2001	8/24/2007	1	3170	3170	12/20/2002 0:00 \$2,471.18
6SD66281	Marion	SD	57043 6 year	4/12/2002	4/12/2008	1	3170	3170	12/20/2002 0:00 \$2,805.57
6SD66280	Rapid City	SD	57703 6 year	9/6/2001	9/6/2007	1	3170	3170	12/20/2002 0:00 \$2,489.99
6SD56609	Hoven	SD	57450 6 year	5/22/2001	5/22/2007	1	3170	3170	12/20/2002 0:00 \$2,335.18
6SD87135	Sioux Falls	SD	57104 6 year	10/29/2002	10/29/2008	1	3170	3170	12/20/2002 0:00 \$3,094.80
6SD56443	Twin Brooks	SD	57269 6 year	4/30/2001	4/30/2007	1	3170	3170	12/20/2002 0:00 \$2,303.35
6SD53776	St. Lawrence	SD	57373 6 year	1/11/2001	1/11/2007	1	3170	3170	12/20/2002 0:00 \$2,145.65
6SD50443	Avon	SD	57315 6 year	9/18/2000	9/18/2006	1	3170	3170	12/20/2002 0:00 \$1,979.26
6SD56276	Meadow	SD	57644 6 year	4/10/2001	4/10/2007	1	3170	3170	12/20/2002 0:00 \$2,274.41
6SD08046	Trail City	SD	57657 6 year	5/23/2000	5/23/2006			0	12/20/2002 0:00 \$0.00
6SD05589	Custer	SD	57730 6 year	3/14/2000	3/14/2006			0	12/20/2002 0:00 \$0.00
6SD40553	Aberdeen	SD.	57401 6 year	8/4/1999	8/4/2005			0	12/20/2002 0:00 \$0.00
6SD09977	Aberdeen	SD.	57401 6 year	1/20/1999	1/20/2005			0	12/20/2002 0:00 \$0.00
6SD69923	Miller	SD	57362 6 year	5/4/2002	5/4/2008			0	12/20/2002 0:00 \$0.00
6SD77821	Highmore	SD	57345 6 year	3/12/2000	3/12/2006			0 .	12/20/2002 0:00 \$0.00
6SD18985	Piedmont	SD	57769 6 year	2/21/2000	2/21/2006			0	12/20/2002 0:00 \$0.00
6SD20863	Canton	SD	57013 6 year	3/27/2000	3/27/2006			0	12/20/2002 0:00 \$0.00
6SD30481	Highmore	SD	57345 6 year	4/1/2000	4/1/2006			0	12/20/2002 0:00 \$0.00
6SD77002	Alpena	SD	57312 6 year	6/15/2000	6/15/2006			0	12/20/2002 0:00 \$0.00
6SD12879	Aberdeen	SD	57401 6 year	2/23/2000	2/23/2006			0	12/20/2002 0:00 \$0.00
5SD47309	Rosholt	SD	57260 6 year	4/12/2000	4/12/2006			0	12/20/2002 0:00 \$0.00
6SD50776	Presho	SD	57568 6 year	9/27/2000	9/27/2006			0	12/20/2002 0:00 \$0.00
6SD10973	Rockham	SD	57470 6 year	2/26/2000	2/26/2006			0	12/20/2002 0:00 \$0.00
3SD11015	Plankinton	SD	57368 6 year	3/4/2000	3/4/2006			0	12/20/2002 0:00 \$0.00
3SD37343	Hecla	SD	57446 6 year	2/27/2000	2/27/2006			0	12/20/2002 0:00 \$0.00
3SD14624	Ipswich	SD	57451 6 year	1/2/1999	1/2/2005			0	12/20/2002 0:00 \$0.00

SD86334	Ipswich	SD	57451	6 year	11/5/2002	11/5/2008			0	12/20/2002 0:00 \$0.00
SD06946	•	SD	57401	6 year	2/16/2000	2/16/2006			0	12/20/2002 0:00 \$0.00
SSD13986	Groton	SD	57445	6 year associa	a 3/9/2000	3/9/2006	1	1837	1837	12/20/2002 0:00 \$985.16
SD53276	Trail City	SD	57657	6 year associa	a 12/6/2000	12/6/2006	1	1847	1847	12/20/2002 0:00 \$1,219.81
SD57566	Aberdeen	SD.	57401	6 year associa	a 6/4/1998	6/4/2005	1	3170	3170	12/20/2002 0:00 \$1,112.04
SD64552	Wessington	SD.	57381	6 year associa	a 2/22/1998	2/22/2005	1	3170	3170	12/20/2002 0:00 \$985.59
SD74547	Viborg	SD	57070	6 year associa	a 4/27/2001	4/27/2007	1	3675	3675	12/20/2002 0:00 \$2,665.26
SD49109	Ft. Pierre	SD	57532	6 year associa	a 9/1/2000	9/1/2006	2	3675	7350	12/20/2002 0:00 \$4,532.11
SD49109	Ft. Pierre	SD	57532	6 year associa	a 7/15/2002	7/15/2008	2	3675	7350	12/20/2002 0:00 \$6,820.21
SD71902	Fort Pierre	SD		6 year associa		7/17/2006	1	3675	3675	12/20/2002 0:00 \$2,188.90
SD46018	Roscoe	SD	57471	6 year associa	a 3/11/2002	3/11/2008	1	3675	3675	12/20/2002 0:00 \$3,198.86
SD23986	Onida	SD	57564	6 year associa	a 6/14/2000	6/14/2006	1	3675	3675	12/20/2002 0:00 \$2,133.55
SD11768		SD		6 year associa		7/19/2006	2	3675	7350	12/20/2002 0:00 \$4,384.50
SD51776	Winner	SD		6 year associa		10/23/2006	1	3675	3675	12/20/2002 0:00 \$2,353.27
SD50276	Avon	SD		6 year associa		9/18/2006	1	3710	3710	12/20/2002 0:00 \$2,316.42
SD67197	Volga	SD		6 year associa		7/20/2006	1	3710	3710	12/20/2002 0:00 \$2,214.82
SD51609	Winner	SD	57580	6 year associa	10/23/2000	10/23/2006	2	3895	7790	12/20/2002 0:00 \$4,988.30
SD12755	Huron	SD	57350	6 year associa	a 6/18/2001	6/18/2007	1	3895	3895	12/20/2002 0:00 \$2,917.25
SD18823	Huron	SD	57350	6 year associa	a 2/16/2000	2/16/2006			0	12/20/2002 0:00 \$0.00
SD50943	Bowdle	SD	57428	6 year associa	a 4/20/2001	4/20/2007			0	12/20/2002 0:00 \$0.00
SD94905	Roscoe	SD	57471	6 year associa	a 3/26/2000	3/26/2006			0	12/20/2002 0:00 \$0.00
SD40816	Fort Thomps	œD	57339	6 year associa	a 3/10/2000	3/10/2006			0	12/20/2002 0:00 \$0.00
SD15625	Wall	SD	57790	6 year associa	a 3/13/2000	3/13/2006			0	12/20/2002 0:00 \$0.00
SD65206	Dupree	SD	57623	6 year associa	a 3/18/2000	3/18/2006	,		0	12/20/2002 0:00 \$0.00
SD85261	Groton	SD	57445	6 year associa	a 3/16/2000	3/16/2006			0	12/20/2002 0:00 \$0.00
SD88685	Spearfish	SD 57	783-2036	6 year associa	a 3/15/2000	3/15/2006			0	12/20/2002 0:00 \$0.00
SD00660	Virgil	SD	57379	6 year associa	a 1/26/2000	1/26/2006			0	12/20/2002 0:00 \$0.00
SD36928	Bowdle	SD.	57428	10 year	12/27/1997	12/27/2007	1	3170	3170	12/20/2002 0:00 \$1,591.08
SD55609	White River	SD	57579	7 year	4/3/2001	4/3/2008	1	3170	3170	12/20/2002 0:00 \$2,393.93
SD31426	Huron	SD	57350	7 year	10/25/2001	10/25/2008	1	3170	3170	12/20/2002 0:00 \$2,648.07
SD10691	Ridgeview	SD	57652	7 year	6/5/2001	6/5/2008	1	3170	3170	12/20/2002 0:00 \$2,472.03
	Aberdeen	SD.	57401	•	10/1/1996	10/1/2006	1	3170	3170	12/20/2002 0:00 \$1,198.73
SD32381	Watertown	SD	57201		10/26/2001	10/26/2008	1	3170	3170	12/20/2002 0:00 \$2,649.31
SD33541	Aberdeen	SD	57401		10/26/2001	10/26/2008	1	3170	3170	12/20/2002 0:00 \$2,649.31
SD05801	Pukwanna	SD	57370	-	12/4/1999	12/4/2006	1	3170	3170	12/20/2002 0:00 \$1,791.42
				-						. ,

									•
3SD26886	Bath	SD	57427 7 year	9/7/2001	9/7/2008	1	3170	3170	12/20/2002 0:00 \$2,588.56
3SD39041	Hudson	SD	57034 7 year	6/4/1999	6/4/2006	1	3170	3170	12/20/2002 0:00 \$1,564.54
3SD60917	Conde	SD.	57434 7 year	9/27/1999	9/27/2006	1	3170	3170	12/20/2002 0:00 \$1,707.11
3SD43884	Wessington	SD	57381 7 year	1/20/2000	1/20/2007	1	3170	3170	12/20/2002 0:00 \$1,849.68
3SD53943	St. Lawrence	SD	57373 7 year	1/13/2001	1/13/2008	1	3170	3170	12/20/2002 0:00 \$2,294.41
3SD54276	St. Lawrence	SD	57373 7 year	1/15/2001	1/15/2008	1	3170	3170	12/20/2002 0:00 \$2,296.89
3SD39563	Lake Prestor	SD.	57249 7 year	9/22/1999	9/22/2006	1	3170	3170	12/20/2002 0:00 \$1,700.92
3SD68732	Dell Rapids	SD	57022 7 year	6/19/1999	6/19/2006	1	3170	3170	12/20/2002 0:00 \$1,583.14
3SD78347	Aberdeen	SD	57401 7 year	12/23/1996	12/23/2006	1	3170	3170	12/20/2002 0:00 \$1,270.78
3SD05162	Britton	SD	57430 7 year	1/13/2000	1/13/2007	1	3243	3243	12/20/2002 0:00 \$1,883.40
3SD13408	Aberdeen	SD	57401 7 year	12/6/1999	12/6/2006	2	5519	11038	12/20/2002 0:00 \$6,246.38
3SD84895	Woonsocket	SD	57385 7 year	10/26/1999	10/26/2006			0	12/20/2002 0:00 \$0.00
3SD01530	Wessington 9	SSD	57382 7 year	11/1/1999	11/1/2006			0	12/20/2002 0:00 \$0.00
3SD01739	Bowdle	SD	57428-0394 7 year	9/16/1999	9/16/2006			0	12/20/2002 0:00 \$0.00
3SD68220	Flandreau	SD	57028 7 year	11/24/1999	11/24/2006			0	12/20/2002 0:00 \$0.00
3SD09661	Mitchell	SD	57301 7 year	1/6/2000	1/6/2007			0	12/20/2002 0:00 \$0.00
3SD03077	Roscoe	SD	57471 7 year	8/2/1999	8/2/2006			0	12/20/2002 0:00 \$0.00
3SD14329	Ashton	SD	57424 7 year	12/14/1999	12/14/2006			0	12/20/2002 0:00 \$0.00
3SD57296	Onaka	SD	57466-5101 7 year	12/20/1999	12/20/2006			0	12/20/2002 0:00 \$0.00
3SD17263	Salem	SD	57058 7 year	12/14/1999	12/14/2006			0	12/20/2002 0:00 \$0.00
3SD77266	Winner	SD	57580 7 year	12/20/1999	12/20/2006			0	12/20/2002 0:00 \$0.00
3SD96362	Kennebec	SD	57544 7 year	9/1/1999	9/1/2006			0	12/20/2002 0:00 \$0.00
3SD89683	Wolsey	SD	57384 7 year	1/20/2000	1/20/2007			0	12/20/2002 0:00 \$0.00
3SD28210	Miller	SD	57362 7 year	11/26/1999	11/26/2006			0	12/20/2002 0:00 \$0.00
3SD66984	Columbia	SD.	57433 7 year	8/5/1999	8/5/2006			0	12/20/2002 0:00 \$0.00
3SD41734	Ree Heights	SD	57371 7 year	2/1/2000	2/1/2007			0	12/20/2002 0:00 \$0.00
3SD32723	Alcester	SD	57001 7 year	11/24/1999	11/24/2006			0	12/20/2002 0:00 \$0.00
3SD28145	Wolsey	SD.	57384 7 year	10/15/1999	10/15/2006			0	12/20/2002 0:00 \$0.00
3SD34885	Harrold	SD	57536 7 year	11/4/1999	11/4/2006			0	12/20/2002 0:00 \$0.00
3SD55298	Webster	SD	57274 7 year	12/22/1999	12/22/2006			0	12/20/2002 0:00 \$0.00
3SD41082		SD.	57350 7 year	9/6/1999	9/6/2006			0	12/20/2002 0:00 \$0.00
3SD21798	Highmore	SD.	57345 7 year	9/21/1999	9/21/2006			0	12/20/2002 0:00 \$0.00
3SD37507	Sioux Falls	SD.	57104 7 year	11/15/1999	11/15/2006			0	12/20/2002 0:00 \$0.00
3SD58130		SD.	57473 7 year	9/8/1999	9/8/2006			0	12/20/2002 0:00 \$0.00
3SD06889	Quinn	SD	57775-9425 7 year	11/6/1999	11/6/2006			0	12/20/2002 0:00 \$0.00

3SD38652	Harrold	SD	57536-6901 7 year	12/7/1999	12/7/2006	0	12/20/2002 0:00 \$0.00
3SD39635	Ree Heights	SD	57371 7 year	12/27/1999	12/27/2006	0	12/20/2002 0:00 \$0.00
3SD84303	Sioux Falls	SD	57106 7 year	12/14/1999	12/14/2006	0	12/20/2002 0:00 \$0.00
3SD70751	Miller	SD	57362 7 year	12/10/1999	12/10/2006	0	12/20/2002 0:00 \$0.00
3SD48361	Lake Preston	SD	57249 7 year	9/17/1999	9/17/2006	0	12/20/2002 0:00 \$0.00
SD59550	Miller	SD	57362 7 year	9/22/1999	9/22/2006	0	12/20/2002 0:00 \$0.00
3SD64708	Ipswich	SD	57451-6305 7 year	10/4/1999	10/4/2006	0	12/20/2002 0:00 \$0.00
3SD30121	Bath	SD	57427 7 year	9/27/2001	9/27/2008	0	12/20/2002 0:00 \$0.00
3SD16962	Chamberlain	SD	57325 7 year	11/9/1999	11/9/2006	0	12/20/2002 0:00 \$0.00
3SD40540	Elkton	SD.	57026 7 year	7/9/1999	7/9/2006	0	12/20/2002 0:00 \$0.00
3SD46986	Goodwin	SD	57238 7 year	10/4/1999	10/4/2006	0	12/20/2002 0:00 \$0.00
SD79876	Milbank	SD	57252 7 year	1/10/2000	1/10/2007	0	12/20/2002 0:00 \$0.00
3SD16781	Fort Pierre	SD	57532 7 year	1/27/2000	1/27/2007	0	12/20/2002 0:00 \$0.00
3SD86116	Blunt	SD.	57522 7 year	7/20/1999	7/20/2006	0	12/20/2002 0:00 \$0.00
3SD05540	Mobridge	SD	57601 7 year	12/22/1999	12/22/2006	0	12/20/2002 0:00 \$0.00
SD50730	Winner	SD	57580 7 year	12/20/1999	12/20/2006	0	12/20/2002 0:00 \$0.00
3SD60231	Redfield	SD	57469 7 year	2/10/2000	2/10/2007	0	12/20/2002 0:00 \$0.00
3SD03280	Brookings	SD	57006 7 year	11/1/1999	11/1/2006	0	12/20/2002 0:00 \$0.00
3SD42817	Wessington S	SSD	57382 7 year	1/3/2000	1/3/2007	0	12/20/2002 0:00 \$0.00
3SD56162	_	SD	57078 7 year	12/4/1999	12/4/2006	0	12/20/2002 0:00 \$0.00
SD24773	Freeman	SD.	57029 7 year	9/5/1999	9/5/2006	0	12/20/2002 0:00 \$0.00
3SD59633	Alexandria	SD	57311 7 year	11/17/1999	11/17/2006	0	12/20/2002 0:00 \$0.00
3SD23966	Goodwin	SD	57238 7 year	7/8/1999	7/8/2006	0	12/20/2002 0:00 \$0.00
SD11738	Letcher	SD	57359 7 year	1/2/2000	1/2/2007	0	12/20/2002 0:00 \$0.00
SD34588	Wessington	SD	57381 7 year	12/7/1999	12/7/2006	0	12/20/2002 0:00 \$0.00
SD03239	Henry	SD	57243 7 year	9/1/1999	9/1/2006	0	12/20/2002 0:00 \$0.00
SD59883	Wood	SD	57585 7 year	1/29/2000	1/29/2007	0	12/20/2002 0:00 \$0.00
SD13626	Seneca	SD.	57473-9629 7 year	9/21/1999	9/21/2006	0	12/20/2002 0:00 \$0.00
SD16439	Rosco	SD	57471 7 year	12/23/1999	12/23/2006	0	12/20/2002 0:00 \$0.00
SD07612	Miller	SD	57362 7 year	12/6/1999	12/6/2006	0	12/20/2002 0:00 \$0.00
SD80952	Henry	SD	57243 7 year	12/18/1999	12/18/2006	0	12/20/2002 0:00 \$0.00
SD42931	Gregory	SD.	57533 7 year	11/9/1999	11/9/2006	0	12/20/2002 0:00 \$0.00
SD54109		SD	57362 7 year	1/15/2001	1/15/2008	0	12/20/2002 0:00 \$0.00
SD74152	McLaughlin	SD	57642 7 year	4/1/2000	4/1/2007	0	12/20/2002 0:00 \$0.00
SD37316	Wessington	SD	57381 7 year	9/8/1999	9/8/2006	0	12/20/2002 0:00 \$0.00
			•				

6SD44956	Canton	SD	57013	7 year associa	2/8/2000	2/8/2007	0	12/20/2002 0:00 \$0.00
6SD45337	Humboldt	SD	57035	7 year associa	7/7/1999	7/7/2006	0	12/20/2002 0:00 \$0.00
6SD19049	Wessington	SD	57381	7 year associa	9/17/1999	9/17/2006	0	12/20/2002 0:00 \$0.00
6SD56885	Miller	SD.	57362	7 year associa	8/3/1999	8/3/2006	0	12/20/2002 0:00 \$0.00
6SD68296	Mitchell	SD	57301	7 year associa	1/6/2000	1/6/2007	0	12/20/2002 0:00 \$0.00
6SD60342	Aberdeen	SD	57402-0033	7 year associa1	1/18/1999	11/18/2006	0	12/20/2002 0:00 \$0.00
6SD89115	Woonsocket	SD	57385	7 year associa	1/13/2000	1/13/2007	0	12/20/2002 0:00 \$0.00
6SD63129	Henery	SD	57243	7 year associa	10/4/1999	10/4/2006	0	12/20/2002 0:00 \$0.00
6SD29514	Platte	SD.	57369	7 year associa	10/6/1999	10/6/2006	0	12/20/2002 0:00 \$0.00
6SD47491	Chamberlain	SD.	57325-9738	7 year associa	11/9/1999	11/9/2006	0	12/20/2002 0:00 \$0.00
6SD69550	Huron	SD.	57350	7 year associa	9/2/1999	9/2/2006	0	12/20/2002 0:00 \$0.00
6SD73598	Miller	SD	57362	7 year associa	1/20/2000	1/20/2007	0	12/20/2002 0:00 \$0.00
6SD21291	Burke	SD	57523	7 year associa1	1/19/1999	11/19/2006	0	12/20/2002 0:00 \$0.00
6SD12734	Aberdeen	SD	57401	7 year associa1	2/30/1999	12/30/2006	0	12/20/2002 0:00 \$0.00
6SD57153	Chamberlain	SD	57370	7 year associa	1/5/2000	1/5/2007	0	12/20/2002 0:00 \$0.00
6SD79332	Burke	SD	57523	7 year associa	2/3/2000	2/3/2007	0	12/20/2002 0:00 \$0.00
6SD45415	Wessington 9	SSD	57382	7 year associa1	2/30/1999	12/30/2006	0	12/20/2002 0:00 \$0.00
6SD80196	Sisseton	SD.	57262	7 year associa1	1/30/1999	11/30/2006	0	12/20/2002 0:00 \$0.00
6SD82461	Mobridge	SD	57601	7 year associa1	2/22/1999	12/22/2006	0	12/20/2002 0:00 \$0.00
6SD15143	Sioux Falls	SD	57106	7 year associa1	1/26/1999	11/26/2006	0	12/20/2002 0:00 \$0.00
6SD84218	Watertown	SD	57201	7 year associa	1/26/2000	1/26/2007	0	12/20/2002 0:00 \$0.00
6SD83157	Highmore	SD.	57345	7 year associa	9/16/1999	9/16/2006	0	12/20/2002 0:00 \$0.00
6SD47606	Wessington	SD	57381	7 year associa1	2/24/1999	12/24/2006	0	12/20/2002 0:00 \$0.00
6SD87542	New Effingto	nSD	57255	7 year associa	1/11/2000	1/11/2007	0	12/20/2002 0:00 \$0.00
								1/007

6SD64840	Iroquois	SD	57353-6705 7	year associa	2/21/2000	2/21/2007	2	3170	6340	12	2/20/2002 0:00 \$3,778.71
6SD75836	•	SD		year associa		9/14/2006	3	3170	9510	. 12	2/20/2002 0:00 \$5,072.99
6SD66179	Platte	SD	57369-6007 7	year associa	1/29/2000	1/29/2007	4	3170	12680	12	2/20/2002 0:00 \$7,443.36
6SD66504		SD		year associa		1/27/2007	2	3170	6340	12	2/20/2002 0:00 \$3,716.72
6SD67198	Estelline	SD	57234-5707 7	year associa	1/27/2000	1/27/2007	1	3170	3170	12	2/20/2002 0:00 \$1,858.36
6SD02953	Huron	SD	57350 7	year associa	9/20/1999	9/20/2006	6	3170	19020	12	2/20/2002 0:00 \$10,190.61
6SD69795	Alexandria	SD	57311 7	year associa	11/4/1999	11/4/2006	3	3170	9510	12	2/20/2002 0:00 \$5,262.67
6SD69972	White	SD	57276-6613 7	year associa	2/7/2000	2/7/2007	2	3170	6340	12	2/20/2002 0:00 \$3,744.00
6SD17358	Mitchell	SD		year associa		9/24/2006	2	3170	6340	12	2/20/2002 0:00 \$3,406.79
6SD55925	Madison	SD	57042-7212 7	year associa	11/2/1999	11/2/2006	2	3170	6340	12	2/20/2002 0:00 \$3,503.49
6SD75043		SD		year associa		4/1/2006	1	3170	3170	12	2/20/2002 0:00 \$1,485.20
6SD77905	Frankfort	SD	57440 7	year associa	2/17/2000	2/17/2007	1	3170	3170	12	2/20/2002 0:00 \$1,884.40
6SD05070	Arlington	SD	57212-9309 7	•		1/25/2007	2	3170	6340	12	2/20/2002 0:00 \$3,711.76
	Wessington S	SSD	57382 7	year associa	3/29/2000	3/29/2007	2	3170	6340	12	2/20/2002 0:00 \$3,869.48
6SD79777	•	SD		year associa		1/17/2008	3	3170	9510	12	2/20/2002 0:00 \$6,898.10
6SD68061	Olivet	SD	57052-5902 7	year associa	10/13/1999	10/13/2006	2	3170	6340	12	2/20/2002 0:00 \$3,453.90
6SD22308	Artesion	SD	57314 7	year associa	11/2/1999	11/2/2006	2	3170	6340	12	2/20/2002 0:00 \$3,503.49
6SD31045	Olivet	SD	57052 7	year associa	10/13/1999	10/13/2006	4	3170	12680	12	2/20/2002 0:00 \$6,907.80
6SD07686	Bowdle	SD	57428-6502 7	year associa	4/5/1999	4/5/2006			0	12	2/20/2002 0:00 \$0.00
6SD08938	Pukwana	SD	57370 7	year associa	4/7/1999	4/7/2006			0	12	2/20/2002 0:00 \$0.00
6SD14174	Chamberlain	SD	57325 7	year associa	1/6/2000	1/6/2007			0	12	2/20/2002 0:00 \$0.00
6SD80883	Wessington 9	SSD.	57382-5118 7	year associa	1/20/2000	1/20/2007			0	12	2/20/2002 0:00 \$0.00
6SD14019	Wessington	SD	57381 7	year associa	1/17/2000	1/17/2007			0	12	2/20/2002 0:00 \$0.00
6SD16872	Miller	SD	57362 7	year associa	12/17/1999	12/17/2006			0	12	2/20/2002 0:00 \$0.00
6SD18962	Aberdeen	SD	57401 7	year associa	3/14/2000	3/14/2007			0	12	2/20/2002 0:00 \$0.00
6SD89962	Miller	SD	57362 7	year associa	1/20/2000	1/20/2007			0	12	2/20/2002 0:00 \$0.00
6SD20332	Ree Heights	SD.	57371 7	year associa	3/18/1999	3/18/2006			0	12	2/20/2002 0:00 \$0.00
6SD60404	Miller	SD	57362 7	year associa	3/18/1999	3/18/2006			0	12	2/20/2002 0:00 \$0.00
6SD21005	Miller	SD	57362 7	year associa	9/20/1999	9/20/2006			0	12	2/20/2002 0:00 \$0.00
6SD34878	Cresbard	SD	57435 7	year associa	3/1/2000	3/1/2007			0	12	2/20/2002 0:00 \$0.00
6SD37237	Burke	SD	57523 7	year associa	12/21/1999	12/21/2006			0	12	2/20/2002 0:00 \$0.00
6SD40927	Bowdle	SD.	57428 7	year associa	4/5/1999	4/5/2006			0	12	2/20/2002 0:00 \$0.00
6SD16395	Gettysburg	SD	57442 7	year associa	12/22/1999	12/22/2006			0	12	2/20/2002 0:00 \$0.00
6SD42353		SD	57437 7	year associa	3/28/2000	3/28/2007			0	12	2/20/2002 0:00 \$0.00
6SD11293	Revillo	SD	57259 7	year associa1	11/26/1999	11/26/2006			0	12	2/20/2002 0:00 \$0.00

•

From:

Senger, Keith

Sent:

Friday, January 10, 2003 9:41 AM

To: Cc: 'Matt Swearingen'

'Les Sumption (E-mail)'; 'Blau, Russell'; Frazier, Kelly

Subject:

FW: Update

Please provide a date certain when S&S's filing will be submitted to the Commission.

----Original Message----From: Senger, Keith

Sent: Wednesday, January 08, 2003 12:43 PM

To: 'Matt Swearingen' Cc: Frazier, Kelly Subject: RE: Update

Matt

Please provide me with a date certain when S&S's filing will be submitted to the Commission. S&S will be held to that date.

Keith

----Original Message----

From: Matt Swearingen [mailto:matt.sscomm@midconetwork.com]

Sent: Wednesday, January 08, 2003 12:09 PM

To: Keith.Senger@state.sd.us

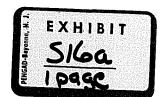
Subject: Update

Hi Keith

I just wanted to touch base with you on the updated spread sheet.

I have been ill and am just starting to get back into the swing of things. I will be working on this over the week end again and will contact you this next week.

Thanks



From: Frazier, Kelly

Sent: Tuesday, January 14, 2003 3:48 PM

To: 'Blau, Russell' Cc: Senger, Keith

Subject: Failure of S&S to File

Dear Mr. Blau,

Attached are a series of emails which staff has sent/received regarding S&S Communications. S&S had a filing deadline of December 23, 2002. In an email we received from you on approximately 12/9/02 we believed that S&S would be making their filing in a timely manner (a portion of that email is pasted in below). At a bare minimum the email indicates that S&S was aware of its filing deadline. Despite our efforts to work with S&S, the company has completely ignored our emails and failed to file as Ordered by the Commission. S&S' continued neglect of its obligations under the Commission Order and South Dakota law further cements staff's concern that this company has little or no respect for the authority of this Commission or its Orders. Absent some justification on the part of S&S, staff is seriously considering a recommendation that S&S lose its certificate of authority. In addition to staff's original motion, we will also be pursuing penalties against S&S as provided by the statutes listed below. My intent is to have that Motion completed and filed by the fax filing deadline on Thursday, January 16, 2003. Perhaps you may have more luck then staff has had in getting some type of response from S&S regarding its failure to file and its refusal to respond to our inquiries. Thank you very much for your time and please respond at your soonest convenience.

Sincerely,

Kelly D. Frazier Staff Attorney

(PS: I have been having some trouble with my email and attempted to just forward all of the attached emails. Keith Senger got the copies, however my computer indicated that you were not sent a copy. In event you did, you probably received approximately 3 copies. I opened each email and cut and pasted them into this since it didn't appear I could forward them. If you received numerous copies of this email, that is why and I apologize for any inconvenience. Thanks again. Kelly Frazier)

§ 49-31-38. Violation of law, order, rule or regulation concerning telecommunications services - Civil fine.

Any person who violates, neglects, fails or refuses to comply with any of the provisions of chapters 49-30 to 49-32, inclusive, not otherwise specifically penalized in those chapters, or who violates, neglects, fails or refuses to comply with any lawful order, rule or regulation of the commission in connection with the regulation of telecommunications companies, is punishable by a civil fine of not less than two hundred nor more than one thousand dollars.

§ 49-31-7.4. Obstruction of commission - Civil fine.

No person may obstruct the commission or any member thereof in the performance of any of its duties or functions or refuse to give any information within its possession or to produce any record or evidence that may be required by the commission or member within the purview of its or his duties as such commission or member. Any person who violates this section may be punished by a civil fine not exceeding one thousand dollars.

EMAIL FROM MR. BLAU APPROX. 12/09/02



2. Although the Motion related specifically to the information filed by S&S to support its bonding requirement in July, 2002, we discussed the fact that S&S's next filing is due on or about December 22, 2002. S&S will also make available for inspection the books and records relating to this new filing. To avoid duplication of effort, we suggested that Staff may wish to perform its inspection after the December report is filed. Because S&S is working now on the December report, it would be difficult to provide full access to the records before December 22.

12/23/02 - Commission received an electronic filing from S&S, via email from Matt Swearingen. The email stated that the project was incomplete and would be finished and filed "next week" (12/30/03 - 1/3/03). - see attached

Keith

This project has taken a more time than expected to complete. I am sending you what I have and will complete after Christmas and send the completed file next week.

1/08/03 - Commission received contact from S&S via email from Matt Swearingen indicating that he was still working on the filing - see attached.

1/08/03 - In a reply email to Matt Swearingen, Keith Senger requested a date certain in which the filing would be complete - see attached

Matt

Please provide me with a date certain when S&S's filing will be submitted to the Commission. S&S will be held to that date.

Keith

----Original Message----

From: Matt Swearingen [mailto:matt.sscomm@midconetwork.com]

Sent: Wednesday, January 08, 2003 12:09 PM

To: Keith.Senger@state.sd.us

Subject: Update

Hi Keith

I just wanted to touch base with you on the updated spread sheet.

I have been ill and am just starting to get back into the swing of things. I will be working on this over the week end again and will contact you this next week.

Thanks

1/10/03 - In an email to Matt Swearingen, (with copy to Les Sumption, Russell Blau) Keith Senger again requested a date certain in which the filing would be complete - see attached

Please provide a date certain when S&S's filing will be submitted to the Commission.

----Original Message-----From: Senger, Keith

Sent: Wednesday, January 08, 2003 12:43 PM

To: 'Matt Swearingen'

Cc: Frazier, Kelly Subject: RE: Update

Matt

Please provide me with a date certain when S&S's filing will be submitted to the Commission. S&S will be held to that date.

Keith

----Original Message----

From: Matt Swearingen [mailto:matt.sscomm@midconetwork.com]

Sent: Wednesday, January 08, 2003 12:09 PM

To: Keith.Senger@state.sd.us

Subject: Update

Hi Keith

I just wanted to touch base with you on the updated spread sheet.

I have been ill and am just starting to get back into the swing of things. I will be working on this over the week end again and will contact you this next week.

Thanks

1/14/03 - No filing or reply has been received.

From: Matt Swearingen [matt.sscomm@midconetwork.com]

Sent: Tuesday, January 14, 2003 5:04 PM

To: Keith.Senger@state.sd.us

Cc: kelly.frazier@state.sd.us; Blau, Russell

Subject: PUC Spreadsheet

Keith

I just received a phone call from Russ Blau.

I have not been ignoring the situation with you or the commission. I'm sorry for the lack of communication, but as I said in my earlier message I was ill for a time. Also, although Russ said that you referred to an e-mail you sent last week, I don't think I ever received it.

I have been working on this project during the week as time permits, and also over the week ends. I have fallen behind because of work that piled up during my illness. I will need another week end to complete and will have a completed file ready to send you no later than Wednesday January 22, 2003.



From: Matt Swearingen [matt.sscomm@midconetwork.com]

Sent: Wednesday, January 22, 2003 1:26 PM

To: Keith.Senger@state.sd.us; kelly.frazier@state.sd.us

Subject: S&S contract list



CONFIDENTIAL

From: Blau, Russell [RMBlau@SWIDLAW.com]

Sent: Thursday, January 23, 2003 9:35 AM

To: 'Kelly.Frazier@state.sd.us'; 'Keith.Senger@state.sd.us'

Cc: 'Les Sumption (E-mail)'; 'Matt Swearingen (E-mail)'

Subject: RE: January 22, 2003 Call

Dear Mr. Frazier,

Since we spoke yesterday, I have gotten some further information from Matt Swearingen of S&S. He has already asked Aberdeen Finance (AFC) for the data that is currently missing from the spreadsheet. He anticipates that this material should be available by Monday, January 27; since this is dependent on the cooperation of AFC, however, S&S cannot guarantee that it will meet this date, but it will make its best efforts to do so.

Russell M. Blau Swidler Berlin Shereff Friedman, LLP 3000 K Street, NW, Suite 300 Washington, DC 20007 (202) 424-7835 fax: (202) 295-8478 RMBlau@swidlaw.com

The preceding E-mail message contains information that is confidential, may be protected by the attorney/client or other applicable privileges, and may constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender at 202-424-7835. Unauthorized use, dissemination, distribution, or reproduction of this message is strictly prohibited and may be unlawful.

----Original Message----

From: Kelly.Frazier@state.sd.us [mailto:Kelly.Frazier@state.sd.us]

Sent: Wednesday, January 22, 2003 5:13 PM

To: Blau, Russell

Cc: Keith.Senger@state.sd.us Subject: January 22, 2003 Call

Dear Mr. Blau,

Just a quick note to confirm our conversation today. I think it is fair to say that all parties understand that the most recent filing from S&S is both late and incomplete. S&S failed to explain why the filing is incomplete, but it is your understanding that S&S is waiting for supplemental information from Aberdeen finance. At this point staff is considering all of its options, including recommending penalties and possibly a revocation of S&S' Certificate of Authority. In the meantime it is our understanding



that you will be contacting S&S for further information on the deficiencies in their filing. Thank you for your time today and we look forward to your response.

Sincerely,

Kelly D. Frazier 605.773.3201 kelly.frazier@puc.state.sd.us Staff Attorney Public Utilities Commission

From: Blau, Russell [RMBlau@SWIDLAW.com]

Sent: Friday, January 31, 2003 1:30 PM

To: 'Kelly.Frazier@state.sd.us'; 'Keith.Senger@state.sd.us'

Cc: 'Les Sumption (E-mail)'; 'Matt Swearingen (E-mail)'

Subject: RE: TC02-166 Filing Date Sought

Mr. Frazier,

Matt Swearingen has advised me that he has received the information needed from Aberdeen Finance today, and that the final spreadsheet should be completed on Monday, February 3.

I realize that the Staff has been frustrated by the delays in receiving this information, as indeed S&S has been frustrated by the delays imposed on it by Aberdeen Finance. However, I have advised the company that while it should exert every effort towards timely compliance, it is even more important that whatever is filed with the Commission be accurate and complete. This is not meant as an excuse for the late filing, but simply to explain what the company's priority is in a less than ideal situation.

Sincerely,

Russell M. Blau Swidler Berlin Shereff Friedman, LLP 3000 K Street, NW, Suite 300 Washington, DC 20007 (202) 424-7835 fax: (202) 295-8478 RMBlau@swidlaw.com

The preceding E-mail message contains information that is confidential, may be protected by the attorney/client or other applicable privileges, and may constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender at 202-424-7835. Unauthorized use, dissemination, distribution, or reproduction of this message is strictly prohibited and may be unlawful.

----Original Message----

From: Kelly.Frazier@state.sd.us [mailto:Kelly.Frazier@state.sd.us]

Sent: Thursday, January 30, 2003 3:45 PM

To: Blau, Russell

Cc: Keith.Senger@state.sd.us

Subject: RE: TC02-166 Filing Date Sought

Mr. Blau,

Thank you for the update and we will wait for your response tomorrow on the filing date. Kelly Frazier.



KE: 1002-100 Filing Date Sought

----Original Message----

From: Blau, Russell [mailto:RMBlau@SWIDLAW.com]

Sent: Thursday, January 30, 2003 2:44 PM

To: 'Kelly.Frazier@state.sd.us'; 'Keith.Senger@state.sd.us' Cc: 'Les Sumption (E-mail)'; 'Matt Swearingen (E-mail)'

Subject: RE: TC02-166 Filing Date Sought

Dear Mr. Frazier,

I understand from Matt Swearingen that Aberdeen Financial provided some information earlier this week which turned out to be incorrect. They have promised to supply the correct information, but have not yet done so. If this information is received from Aberdeen Financial tomorrow, as promised, then S&S will file the corrected spreadsheet on Monday, February 3.

By copy of this message, I am asking Matt Swearingen to let me know tomorrow whether he has received anything from Aberdeen, so that I can update you again on the status.

Russell M. Blau Swidler Berlin Shereff Friedman, LLP 3000 K Street, NW, Suite 300 Washington, DC 20007 (202) 424-7835 fax: (202) 295-8478 RMBlau@swidlaw.com

The preceding E-mail message contains information that is confidential, may be protected by the attorney/client or other applicable privileges, and may constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender at 202-424-7835. Unauthorized use, dissemination, distribution, or reproduction of this message is strictly prohibited and may be unlawful.

----Original Message----

From: Kelly.Frazier@state.sd.us [mailto:Kelly.Frazier@state.sd.us

<mailto:Kelly.Frazier@state.sd.us>]

Sent: Thursday, January 30, 2003 10:54 AM

To: Blau, Russell

Cc: Keith.Senger@state.sd.us

Subject: TC02-166 Filing Date Sought

Dear Mr. Blau,

It is the Commission Staff's understanding the S&S has not provided a full and complete filing because Aberdeen Financial has not provided them the information necessary to finish their spreadsheet. Could you please give us a date certain upon which we can expect S&S to file. Please note that acceptance of a late filing is not to be perceived as acquiescence on the part of staff of S&S' failure to file as Ordered by the Commission.

Sincerely,

Kelly D. Frazier 605.773.3201 kelly.frazier@puc.state.sd.us Staff Attorney Public Utilities Commission

From:

Matt Swearingen [matt.sscomm@midconetwork.com]

Sent:

Monday, February 03, 2003 2:07 PM

To:

Keith.Senger@state.sd.us

Cc:

Blau, Russell

Subject: Spreadsheet

Keith

Here is the completed file for your review.

I will be out of the office the rest of today, however I do plan on being back in tomorrow.

Please let us know when you would like to review the contracts so we can make arrangements.



CONFIDENTIAL



From: Blau, Russell [RMBlau@SWIDLAW.com]
Sent: Wednesday, June 25, 2003 9:32 AM

To: Kelly.Frazier@state.sd.us

Cc: Keith.Senger@state.sd.us; John.J.Smith@state.sd.us; Les Sumption (E-mail); Matt

Swearingen (E-mail)

Subject: RE: S&S Information Sought



Final S&S contract list_v1.XLS...

Kelly:

Sorry for the delay, but I_received the attached spreadsheet from S&S after I went home last night. This is the final list of S&S prepaid contracts. The Aberdeen Finance column is copied from the previous report and therefore is not current, because the company did not have access to the current balance information.

Russell M. Blau Swidler Berlin Shereff Friedman, LLP 3000 K Street, NW, Suite 300 Washington, DC 20007 (202) 424-7835 fax: (202) 295-8478 RMBlau@swidlaw.com

The preceding E-mail message contains information that is confidential, may be protected by the attorney/client or other applicable privileges, and may constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender at 202-424-7835. Unauthorized use, dissemination, distribution, or reproduction of this message is strictly prohibited and may be unlawful.

----Original Message----

From: Kelly.Frazier@state.sd.us [mailto:Kelly.Frazier@state.sd.us]

Sent:

Tuesday, June 24, 2003 11:37 AM

To:

Blau, Russell; Frankel, Jon

Cc:

Keith.Senger@state.sd.us; John.J.Smith@state.sd.us

Subject:

S&S Information Sought

Dear Russel and Jon.

Three quick questions on S&S:

- 1) Does Mr. Sumption intend on appearing at the hearing if staff doesn't enter into an agreement before hand?
- 2) If so, does he have counsel?
- 3) Will S&S be filing the information Ordered due on the 23^{rd} of June?

Sincerely,

Kelly D. Frazier

605.773.3201 kelly.frazier@puc.state.sd.us



Staff Attorney Public Utilities Commission

CONFIDENTIAL

Staff's steps in calculating bond amount

- 1. I started with the Customer List that S&S provided on February 03, 2003 exhibit S19.
- 2. Assigned a number to each of the customers (left hand side 1 through 584)
- Compared account number from the Filing received on Feb. 3, 2003 (Exhibit S19) to the Filing received November 4, 2002 - Exhibit S13. Cut and pasted all account numbers found on the Nov. 4, 2002 filing not found on the Feb. 3 2003 filing. I assigned a customer count number to each of these customers (585 through 633).
- 4. Calculated Bond amount:

Total received by S&S with Sales Tax column - Multiplied "Total Received" column by 1.06

Staff Calculated Unearned Income (all Customers) column - formula

IF (H4>EffDate,(ROUND(V4/(H4-G4)*(H4-EffDate),2)),0)

where H4 = Expiration Date, EffDate = 12/20/02, V4 = Total Received by S&S with Sales Tax, G4 = Expiration Date

Difference between Principal & Unearned Revenue column - formula

=IF(O4="f",W4-N4,"N/A")

Where O4 = Financed, W4 = Staff Calculated Unearned Income, N4 = Owed to Aberdeen Finance

At-Risk Potion of AFC Financed Customer (To Be Included in Bond) column - formula =IF(X4>0,X4,"N/A")

Where X4 = Difference between Principal & Unearned Revenue

Unearned Revenue for Non AFC Customers (Non AFC customers) column - formula

=IF(O4<>"f",W4,"N/A")

Where O4 = Financed, W4 = Staff Calculated Unearned Income

TOTAL AMOUNT Included in Bond Calculation column - formula

=(IF(Z4="N/A",0,Z4))+(IF(Y4="N/A",0,Y4))

Where Z4 = **Unearned Revenue for Non- AFC customers**, Y4 = At-Risk Portion of AFC Financed Customers

Difference between Staff Calculation and S&S's Calculations

1. PIU Difference

S&S believes that only the percent of interstate usage (PIU) portion of the unearned revenue should be covered under the bond. Staff believe that 100% of prepaid amounts should be covered because the Commission order (TC00-114). Using a PUI would assume

all customers were an average customer thus 100% intrastate users would only be cover under S&S PIU percentage. Additionally S&S has provided no support for its PIU.

2. AFC Amount at Risk

S&S believes that AFC customers should not be covered by the bond - regardless of the amounts not covered under the AFC agreement. Staff has found over \$373,877 that of prepaid dollars that have been financed by AFC that would not be covered under the AFC agreement because of the difference between the outstanding loan principle balance and the unearned revenue.



3. Equipment charges

S&S subtracts \$270 from most contract amounts for auto-dialer equipment provided to customers. Staff believes this is incorrect because the equipment is of no value to the customer once S&S in not the LD provider.

4. Non Listed customers

Staff found \$66,055 of unearned revenue for Customer's listed on the November 2002 filing but not on the February 2003 filing

5. Sales Tax difference

S&S does not use sales tax in bond calculation. Staff believes sales tax should be used because it is a cost to the consumer that will be lost should S&S discontinue service. In the case of failure to provide service, where S&S does not refund customers, Dept of Revenue would not refund sales tax to customers thus justifying need for using sales tax in calculation.

RECONCILIATION

	Staff's Calculated Bond		\$2,081,998
1.	PIU difference	640,244	
2.	AFC amount at Risk	315,885	
3.	Equipment charge difference	129,600	
4.	Non listed customers	66,056	
5.	Sales Tax difference	57,993	
			1,209,778
	Difference		872,220
	S&S's Bond Calculation	· -	873,048
	Unreconciled difference		(\$828)

1985 1985	Account#	Account#												with sales tax					
Market M							MOH	_	•		,		"Unearned"			Difference At		Unearmed	TOTAL AMOUNT
		ļ	;;;	i d	i,	Contract		1608		Equipment	"Uneamed"	Owed to Finant Aberdeen d Inot	ce Amount on non-	Total received by S&S with Sales Tax	_	Principal & Cu Unearned B Revenue	-		Included in Bond Calculation
	6SD17752	7 year	Aberdeen	SD.	57401		. 1	64		\$270.00	\$1,096.63		\$1,096.63		1	NIA	N/A		1,270.66
	6SD78347	7 year	Aberdeen	SD	57401		12/23/2006 1	\$3,170.00		\$270.00	\$1,162.54		\$1,162.54			A/Z	¥.	1,347.02	1,347.02
	6SDZ6967	10 year	Aberdeen	S (57401	3/1/1997	3/1/2007	\$3,170.00		\$270.00	\$1,216.54	D	\$1,216.54			Y S	A N	1,409.59	1,409.5
1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	6SD30147	10 year	Roscoe	සු ස	57471	4/20/1997	4/20/2007	\$3,170.00		\$270.00	\$1,256.24		\$7,255,24			¥ 2	Ç X	1,453.88	1.463.88
National Plants 10, 575,570,570,570,570,570,570,570,570,570,	65096102	10 year	Koscoe		5/4/1	4/29/1997	4/28/2007	52,170,00		\$270.00	51,203.33		51 274 51			A/N	ξ X	1.476.76	1.476.76
	680040103	10 year	Pierre	8 6	57501	7/29/1997	7097977	53.170.00		\$270.00	51.335.65	\$0.00	1		_	1,547.61	1547.61	N/A	1,547.61
1	6SD33148	10 year	Pierre	S	57501	7/30/1997	7/30/2007	\$3,170.00		\$270.00	\$1,336.45	\$0.00		3,360.20	_	1,548.53	1548.53	YN.	1,548.53
State	68D56589	10 year	Pierre	8	57501	8/8/1997	8/8/2007	\$3,170.00		\$270.00	\$1,343.59	\$0.00 f				1,556.81	1556.81	VN,	1,556.81
State Stat	6SD61283	10 year	Pierre	S	57501	8/13/1997	8/13/2007	\$3,170.00	\$3,170.00	\$270.00	\$1,347.56		\$1,347.56			ď s	K S	1,561.41	1,561.41
1	6SD90548	10 year	Yankton	S (57078	11/13/1997	11/13/2007 1	\$3,170.00		\$270.00	\$1,420.62	000	\$1,420.62			N/A	N/A	1,040.00	0.040,
1	65036928	10 year	Bowdle	S; 8	57428	12/27/1997	12/27/2007 1	\$3,170.00		\$270.00	\$1,455.56	\$0.00		3,350.20	-	1,585.34	1060,54	Y M	36.80
1 1 1 1 1 1 1 1 1 1	65111050	5 year	Rallafourcha	j 6	57777	1/12/1998	1/12/2003	\$3,170,00		\$270.00	\$31.70 \$36.53	20.00		3.360.20		42.32	42.32	¥.	42.32
National N	65046843	10 year	Yanton	8	57078	1/17/1998	1/17/2008 1	\$3.170.00		\$270.00	\$1.472.23		\$1,472.23			N/A	N/A	1,705.86	1,705.86
1 1 1 1 1 1 1 1 1 1	6SD09906	10 year	Madison	S	57042	1/28/1998	1/28/2008 1	\$3,170.00		\$270.00	\$1,480.97		\$1,480.97		•	N/A	N/A	1,715.98	1,715.98
10 year secondino, Newsington, SD, 57781, SD, 272189, SD, 2722220 1,517.7	6SD18676	10 year	Miller	S	57362	2/21/1998	2/21/2008 1	\$3,170.00		\$270.00	\$1,500.03	\$0.00 f				1,738.07	1738.07	A/N	1,738.07
10 pears Miller S10 S7522 222/2008 S17702 S	6SD64552	6 year association	Wessington	SD.	57381	2/22/1998	72/22/2005 1	\$3,170.00		\$270.00	\$901.64	\$0.00 f		3,360.20	•	1,044.72	1044.72	N/A	104
Columniant Col	6SD98820	10 year	Miller	SD	57362	2/22/1998	2/22/2008	\$3,170.00		\$270 00	\$1,500.82	\$0.00	1			1,738.99	1738.99	A/N	1,38
1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	6SD13640	10 year	Miller	S 6	57362	2/23/1998	2/23/2008 1	\$3,170.00		\$270.00	\$1,501.62		\$1,501.62		-	N/A	A N	138.91	1,739.3
System	99151059	5 year association	Miller	3 6	5/362	2/23/1998	2/23/2003 2	53,123,.63	\$3,675.30	\$270.00	\$121.22		\$121.62			4 A	Y X	1,739.91	739
5 year Wilstein 55 year High and the secondistion 55 year 41 year 61 ye	6SD19437	5 vear	Miller	8 6	57362	3/17/1998	3/17/2003 1	\$3.170.00	53.170.00	\$270.00	\$138.17		\$138.17		-	¥Z	Ϋ́Z	160,10	160.10
5 year Abbuttelen SD 5740 471998 4190.25 5190.	6SD06682	3 year association	Westport	8	57481	4/14/1998	4/14/2003 3	\$3,170.00	\$9,510.00	\$270.00	\$581.93		\$581.93			N/A	N/A	634.87	634.87
System Mallelle SD 5748 57461 57461 57461 57470	6SD65760	5 year	Aberdeen	SD.	57401	4/19/1998	4/19/2003 1	\$3,170.00	\$3,170.00	\$270.00	\$190.58		\$190.58			N/A	N/A	220.82	220.82
State Stat	6SD95147	10 year	Mellette	S :	57461	5/4/1998	5/4/2008 1	\$3,170.00	\$3,170.00	\$270.00	\$1,557.57		\$1,557.57			N/S	V S	1,804.74	1,804.1
10 year Characterist 50 57/10 87/10 year 57/10 year	6SD37054	5 year	Miranda	g g	57438	5/26/1998	5/26/2003 1	\$3,170.00	\$3,170.00	\$270.00	\$249.34	*0.00	St 017 32			Z66.31	Z00.91	1 178 76	1 178 76
10 part Particles Si Syrit Striton	6SD06867	10 vear association		i S	57401	8/10/1998	8/10/2008 1	\$3.170.00	\$3,170,00	\$270.00	\$1,635,37		\$1,635.37			Υ/Z	V/Z	1,894.88	1,894.88
10 year Shark-field St. 770 BZ17100 St. 770	6SD48902	10 year		S	57401	8/10/1998	8/10/2008 1	\$3,170.00	\$3,170.00	\$270.00	\$1,635.37		\$1,635.37		_	Ϋ́Z	N/A	1,894.88	1,894.88
10 year	6SD35793	10 year	Aberdeen	SD	57401	8/21/1998	8/21/2008 1	\$3,170.00	\$3,170.00	\$270.00	\$1,644.10		\$1,644.10		_	Y/Z	Y/X	1,905.00	1,905
10 year 10 year 12 y	65052858	10 year	Sioux Falls	8	57105		9/2/2008 1	\$3,170.00	\$3,170.00	\$270.00	\$1,653.63		\$1,653.63		- τ	V S	e s	1,916.04	979,1
10 year Wissington St. 5711 10 Zero/1988 10 Zero/2008 St. 5717000 St. 571000 St.	55050409	10 year	Ct fammen	2 6	5743/	•	9/10/2000 1	\$3,170,00	\$3,170.00	\$270.00	\$1,633.30	\$0.00 F	05.000.10			1 950 19	1950 19	A/N	1.960.19
10 year Columbia SD 57743 1022/1989 1022/12009 1 53,170.00 5	6SD54210	10 year	Wessington	S S	57381		0/20/2008	\$3,170.00	\$3,170.00	\$270.00	\$1,691.73	\$0.00		3,360.20	-	1,960.19	1960.19	V/V	1,960.19
10 year New Underwood SD 57761 102041998 1020420008 1 33,170.00 23,170.0	5SD56190	10 year	Columbia	S	57433		0/21/2008	\$3,170.00	\$3,170.00	\$270.00	\$1,692.53		\$1,692.53		-	N/A	A/A	1,961.11	1,961.11
10 year New Underwood S.3,170.00 S.270.00 S.3,170.00 S.3,1	6SD29563	10 year		SD.			10/28/2008 1	\$3,170.00	\$3,170.00	\$270.00	\$1,698.08	\$0.00 f		3,360.20	_	1,967.55	1967,55	YZ:	1,967.55
10 year Plucon SD 57370 10 year Plucon S1,700.47 S	6SD16481	10 year	New Underwood	S	57761		0/30/2008	\$3,170.00	\$3,170.00	\$270.00	\$1,699.67	\$0.00 f		3,360.20	- '	1,969.39	1969.39	e s	1,969.
10 year Mondrid SD 5740 1727/1398 1727/231	6SD21723	10 year	Pukwanna	S	57370	10/31/1998 1	10/31/2008 1	\$3,170.00	\$3,170.00	\$270.00	51,700.47	40.00	74 700 47		- •	1,970.51	19/0/31	1 070 34	1 970
10 year Hoven SD 57450 17271398 1727203 17	CCUCCUCO	io year	Mobelden	9 6	5750	11/25/1000 1	1/21/2000	53,170.00	53,170,00	6270.00	\$1,720.47		51,700.47			V 42	Z W	1 993 31	9 6
10 year Onaka SD 57468-511 1/27/1998 1/27/2008 1 \$5,770.00 51,721.90 51,72	65093383	10 year	Hoven	i. 6	57450	11/25/1998 1	1/25/2008	\$3,170.00	\$3,170.00	\$270.00	\$1,720.31		\$1,720.31		- ,-	N/A	Ψ/Z	1,993.31	1,993.31
10 year Oneka SD. 57466-511 17271908 117271200 53,772.0 51,721.9 3360.20 1985.15 N/A N/A 1985.15 N/A 1985.15 N/A 1985.15 N/A 1985.15 N/A 1985.15 N/A N/A 1985.15 1	6SD84992	10 year	Onaka	SD, 57	7466-5111	11/27/1998 1	1/27/2008 1	\$3,170.00		\$270.00	- \$1,721.90		\$1,721.90		_	N/A	A/N	1,995.15	1,995,15
10 year Aberdeen SD 57445 128/15008 51/730.63 <td>3SD85578</td> <td>10 year</td> <td>Onaka</td> <td>SD. 57</td> <td>7466-5111</td> <td>11/27/1998 1</td> <td>1/27/2008 1</td> <td>\$3,170.00</td> <td></td> <td>\$270.00</td> <td>\$1,721.90</td> <td></td> <td>\$1,721.90</td> <td></td> <td></td> <td>N/A</td> <td>N/A</td> <td>1,995.15</td> <td>1,995.15</td>	3SD85578	10 year	Onaka	SD. 57	7466-5111	11/27/1998 1	1/27/2008 1	\$3,170.00		\$270.00	\$1,721.90		\$1,721.90			N/A	N/A	1,995.15	1,995.15
5 year Highmore SD 577454 12/16/1988 <	SD84702	10 year	Aberdeen	SD	57401		12/8/2008 1	\$3,170.00	\$3,170.00	\$270.00	\$1,730.63		\$1,730,63		N	N/A	N/A	2,005.27	2,005.27
System Highmone SD 57445 1271/1909 \$571/10.00 <th< td=""><td>SSD18615</td><td>5 year</td><td>Highmore</td><td>S</td><td>57345</td><td></td><td>2/15/2003 1</td><td>\$3,170.00</td><td></td><td>\$270.00</td><td>\$571.74</td><td>\$0.00 f</td><td></td><td>3,360.20</td><td></td><td>662.47</td><td>662.47</td><td>A/N</td><td>662.</td></th<>	SSD18615	5 year	Highmore	S	57345		2/15/2003 1	\$3,170.00		\$270.00	\$571.74	\$0.00 f		3,360.20		662.47	662.47	A/N	662.
10 year 10 y	55046791	5 year	Highmore	8	57345		12/15/2003	53,170.00		\$2/0.00	\$5/1./4	#0.00	1		٦	502.47	1977	N/4	140
10 year Mediagnin 150 1742 17271999 17272009 1 1727209 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17272009 1 17271999 17272009 1 17272009 1 17271999 17272009 1 17271999 17272009 1 17271999 17272009 1 17272009 1 17271999 17272009 1 172	3SD14624	6 year	Ipswich	S 5	57451	1/2/1999	1/2/2005	\$3,170.00		\$2/0.00	\$3 763 97		1,5984.31			A/N	Z Z	2,140.31	2.043
6 year Aberdeen SD, 57461 1/20/1999 1/20/2005 1 \$3,170.00 \$5,170.00 \$5,170.00 \$1,008.12 \$1,008.1	6SD81736	10 year	McLauahlin	; G	57642	1/19/1999	1/19/2009 1	\$3,170.00	\$3,170.00	\$270.00	\$1,763.97		\$1,763.97			Y.V	Š	2,043.90	2,043.90
10 year Conde SD, 57431 1722/1999 1722/2009 1 \$3,170,00 \$3,170,00 \$1,766.36	5SD09977	6 year	Aberdeen	S	57401	1/20/1999	1/20/2005 1	\$3,170.00	\$3,170.00	\$270.00	\$1,008.12		\$1,008.12		•	N/A	A/A	1,168.10	1,168.10
10 year Abendeen SD, 57401 1/22/1999 1/22/2009 1 \$3,170.00 \$3,170.00 \$1,786.36 \$0.00 f \$1,865.07 \$3,366.20 2,046.66 2,046.66 2046.66 2046.66 0.00 NA 10 year Hecta SD 57446 3/10/1999 3/10/2009 1 \$3,170.00 \$3,170.00 \$1,803.67 \$1	3SD15722	10 year	Conde	SD.	57431	1/22/1999	1/22/2009 1	\$3,170.00		\$270.00	\$1,766.36	;	\$1,766.36		2	Y/N	A/A	2,046.66	2,046.
accounts in the commonly properly prope	3SD82367	10 year	Aberdeen	S. S.	57401	1/22/1999	1/22/2009 1	\$3,170.00		\$270.00	\$1,766.36	\$0.00	C1 803 67		N C	2,046.66 N/A	2046.66 N/A	N/A	2,045
		3,00	1901	3	F))				*				_	1	!	:		İ

S&S Communications, Inc.	List of South Dakota prepaid contracts	As Of: 12/20/2002	

Account#		List of Godin Dail	om propose												with sales tax					
7100001121														-						
														hi	1		Difference	At-Risk Portion	Ungarned	IATOT NUOMA
							How	A				Owed to Fir	inanco /	"Uneamed" Amount on non-	Total received		between o	of AFC Financed	Revenue for Non	Included in
					Contract		many contr	Amount received per	Total	Equipment	"Uneamed"	Aberdeen d		Financed	ll	Staff Calculated Unearned Income	Principal & Uncarned	Customer (To Be included in	AFC Customers (Non AFC	Bono
Account#	Type of contract	City	State	Zipcode	Date	Date	acts	contract	Received	Charges	Amount	Finance	11	Contracts	Sales Tax	(all Customers)	Revenue	Bond)	customers)	Calculatio
6SD71733		St. Lawrence		7373-7200	3/10/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,803.67	\$0.00	f		3,360.20	2,089.89	2,089.89	2089.89	N/A	2,089.8
6SD12293		Miller	SD.	57362	3/11/1999	3/11/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,804.46			\$1,804.46	3,360.20	2,090.81	N/A	N/A	2,090.81	2,090.8
6SD80659	10 year	Miller	SD	57362		3/11/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,804.46	\$0.00	f		3,360.20	2,090.81	2,090.81	2090,81	N/A	2,090.8
6SD64182		St. Lawrence	SD.	57373		3/12/2009	1	\$2,554.43	\$2,554.43	\$270.00	\$1,422.06	\$0.00	f		2,707.70	1,685.55	1,685.55	1685.55	N/A	1,685.5
6SD59012		Watertown	SD	57201			1	\$3,170.00	\$3,170.00	\$270.00	\$1,807.64			\$1,807.64	3,360.20	2,094.49	N/A	N/A	2,094.49	2,094.4
6SD24363 6SD29467		Wessington Miller	SD. 5 SD	7381-8509 57362	3/17/1999 3/17/1999		1	\$3,170.00 \$3,170.00	\$3,170.00	\$270.00 \$270.00	\$1,809.23 \$1,809.23	\$0.00 \$0.00	ī		3,360.20 3,360.20	2,096.33 2,096.33	2,096.33 2,096.33	2096.33 2096.33	N/A N/A	2,096.3 2,096.3
6SD30802		Miller	SD.	57362 57362			1	\$3,170.00 \$3,170.00	\$3,170.00 \$3,170.00	\$270.00	\$1,809.23	\$0.00	f		3,360.20	2,096.33	2,096.33	2096.33	N/A	2,096.3
6SD51111		Aberdeen	SD.	57401		3/17/2009	ì	\$3,170.00	\$3,170.00	\$270.00	\$1,809.23	40.00	,	\$1,809.23	3,360.20	2,096.33	N/A	N/A	2,096.33	2,096,3
	7 year association	Ree Heights	SD.	57371			1	\$3,170.00	\$3,170.00	\$270.00	\$1,342.82	\$689.28	f	¥1,000.E0	3,360.20	1,555.92	866:64	866.64	N/A	866.6
6SD26321	10 year	Miller	SD.	57362	3/18/1999	3/18/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,810.02	\$0.00	f		3,360.20	2,097.25	2,097.25	2097.25	N/A	2,097.2
	7 year association	Miller	SD	57362	3/18/1999	3/18/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,342.82	\$0.00	f	1	3,360.20	1,555.92	1,555.92	1555.92	N/A	1,555.9
6SD12023		Onida	SD	57564			1	\$3,170.00	\$3,170.00	\$270.00	\$1,810.81	\$0.00	f		3,360.20	2,098.17	2,098.17	2098.17	N/A	2,098.1
6SD51045		Pierre	SD.	57501	3/19/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,810.81	\$0.00	f		3,360.20	2,098.17	2,098.17	2098.17	N/A	2,098.1
6SD05912		Kennebec	SD	57544			1	\$3,170.00	\$3,170.00	\$270.00	\$1,813.19	***		\$1,813.19	3,360.20	2,100.93	N/A	N/A	2,100.93	2,100.93
6SD59794 6SD50571		Gann Valley Onaka	SD SD	57341 57466			- 1	\$3,170.00 \$3,170.00	\$3,170.00 \$3,170.00	\$270.00 \$270.00	\$1,813.19 \$1,817.16	\$0.00	ī	\$1,817.16	3,360.20 3,360.20	2,100.93 2,105.53	2,100.93 N/A	2100.93 N/A	N/A 2,105.53	2,100.93 2,105.53
6SD58372		Bowdle	SD.	57428		3/28/2009	1	\$3,170.00 \$3,170.00	\$3,170.00	\$270.00	\$1,817.96			\$1,817.96	3,360.20	2,105.55	N/A	N/A	2,105.55	2,105.5
6SD05408		Bowdle	SD.	57428			1	\$3,170.00	\$3,170.00	\$270.00	\$1,818.75			\$1,818.75	3,360.20	2,107.37	N/A	N/A	2,107.37	2,107.3
6SD53187		Bowdle	SD	57428			1	\$3,170.00	\$3,170.00	\$270.00	\$1,818.75			\$1,818.75	3,360,20	2,107,37	N/A-	N/A	2,107.37	2,107.3
6SD72956	10 year	Eureka	SD.	57437		3/31/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,820.34			\$1,820.34	3,360.20	2,109.21	N/A	N/A	2,109.21	2,109.2
6SD72510	10 year	Presho	SD	57568	4/1/1999	4/1/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,821.13			\$1,821.13	3,360.20	2,110.13	N/A	N/A	2,110.13	2,110.13
	7 year association	Kennebec	SD	57544	4/1/1999	4/1/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,358.70			\$1,358.70	3,360.20	1,574.31	N/A	N/A	1,574.31	1,574.31
	7 year association	Bowdle	SD 5	7428-6502	4/5/1999	4/5/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,363.24		_	\$1,363.24	3,360.20	1,579.57	N/A	N/A	1,579.57	1,579.57
6SD08003		Bowdle	SD.	57428	4/5/1999	4/5/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,824.31	\$0.00	f		3,360.20	2,113.81	2,113.81	2113.81	N/A	2,113.81
6SD41447	7 year association	Bowdle Bowdle	SD. SD.	57428 57428	4/5/1999 4/5/1999	4/5/2006 4/5/2009	1	\$3,170.00 \$3,170.00	\$3,170.00 * \$3,170.00	\$270.00 \$270.00	\$1,363.24 \$1,824.31			\$1,363.24 \$1,824.31	3,360.20 3,360.20	1,579.57 2,113.81	N/A N/A	N/A N/A	1,579.57 2,113.81	1,579.57 2,113.81
	10 year	Groton	SD.	57445	4/5/1999	4/5/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,824.31			\$1,824.31	3,360.20	2,113.81	N/A	N/A	2,113.81	2,113.81
6SD71282		Bowdie	SD.	57428	4/5/1999	4/5/2009	i	\$3,170.00	\$3,170.00	\$270:00	\$1,824,31			\$1,824.31	3,360.20	2,113.81	N/A	N/A	2,113.81	2,113.81
	7 year association	Pukwana	SD	57370	4/7/1999	4/7/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,365.51			\$1,365,51	3,360.20	1,582.20	N/A	N/A	1,582.20	1,582.20
6SD56284	7 year association	Presho	SD	57568	4/13/1999	4/13/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,372.31			\$1,372.31	3,360,20	1,590.08	N/A	N/A	1,590.08	1,590.08
6SD74920		Bowdle	SD	57428		4/21/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,837.01	\$0.00	f	ļ	3,360.20	2,128.53	2,128.53	2128.53	N/A	2,128.53
6SD01418		Dell Rapids		7022-5422		4/22/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,837.80			\$1,837.80	3,360.20	2,129.45	N/A	N/A	2,129.45	2,129.45
6SD10156		Selby	SD.	57472	5/1/1999	5/1/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,844.95			\$1,844.95	3,360.20	2,137.72	N/A	N/A	2,137.72	2,137.72
6SD39041 1 6SD68732 1		Hudson Dell Rapids	SD SD	57034 57022	6/4/1999 6/19/1999	6/4/2006 6/19/2006	1	\$3,170.00 \$3,170.00	\$3,170.00 \$3,170.00	\$270.00 \$270.00	\$1,431.29			\$1,431.29	3,360.20	1,658.42	N/A	N/A	1,658.42	1,658.42
	7 year association	Humboldt	SD	57022	7/7/1999	7/7/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,448.30 \$1,468.71	. •		\$1,448.30 \$1,468.71	3,360.20 3,360,20	1,678.13 1,701.78	N/A N/A	N/A N/A	1,678.13 1,701.78	1,678.13 1,701.78
6SD23966		Goodwin	SD	57238	7/8/1999	7/8/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,469.85			\$1,469.85	3,360,20	1,703,10	N/A	N/A	1,703.10	1,703.10
6SD40540		Elkton	SD.	57026	7/9/1999	7/9/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,470.98	\$0.00	f	\$1,100.00	3,360.20	1,704.41	1,704.41	1704.41	N/A	1,704.41
6SD64898	7 year	Lake Preston	SD.	57249		7/14/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,476.65	\$0.00	f	l l	3,360.20	1,710.98	1,710.98	1710,98	N/A	1,710.9
6SD03469 1		Aberdeen	SD.	57401	7/20/1999	7/20/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$1,908.46	\$0.00	f		3,360.20	2,211.31	2,211.31	2211.31	N/A	2,211.3
		Dell Rapids	SD	57022		7/20/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,483.46	\$0.00	^f		3,360.20	1,718.87	1,718.87	1718.87	N/A	1,718.8
6SD86116		Blunt	SD.	57522		7/20/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,483.46			\$1,483.46	3,360.20	1,718.87	N/A	N/A	1,718.87	1,718.8
6SD03077		Roscoe	SD	57471	8/2/1999	8/2/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,498.20	\$0.00	f		3,360.20	1,735.95	1,735.95	1735.95	N/A	1,735.9
6SD40553 (7 year association	Miller Aberdeen	SD. SD.	57362 57401	8/3/1999 8/4/1999	8/3/2006 8/4/2005	2	\$5,519.00 \$3,170.00	\$11,038.00 \$3,170.00	\$270.00 \$270.00	\$5,567.19	\$0.00		\$5,567.19	11,700.28	6,049.19	N/A	N/A	6,049.19	6,049.19
6SD66984 7		Columbia	SD. SD.	57401	8/5/1999	8/5/2005	1	\$3,170.00	\$3,170.00	\$270.00 \$270.00	\$1,267.43 \$1,501.60	\$0.00	f.	l l	3,360.20 3,360.20	1,468.55 1,739.89	1,468.55 1,739.89	1468.55 1739.89	N/A N/A	1,468.55 1,739.89
6SD27805		Ipswich	SD.	57453 57451		8/14/2009	i	\$3,170.00	\$3,170.00	\$270.00	\$1,928.31	90.00	•	\$1,928.31	3,360.20 3,360.20	2,234.31	N/A	N/A	2,234.31	2,234.3
6SD03239 7		Henry	SD	57243	9/1/1999	9/1/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,532.23	\$0.00	f	Ψ1,320.31	3,360.20	1,775.37	1,775.37	1775,37	2,234.31 N/A	1,775.3
6SD96362 7		Kennebec	SD	57544	9/1/1999	9/1/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,532.23	\$0.00	f		3,360,20	1,775.37	1,775.37	1775.37	N/A	1,775.3
6SD69550 7	7 year association	Huron	SD.	57350	9/2/1999	9/2/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,533.36	•		\$1,533.36	3,360.20	1,776.69	N/A	N/A	1,776.69	1,776.69
6SD48782 7		Lennox	SD.	57039	9/4/1999	9/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,535.63			\$1,535.63	3,360.20	1,779.32	N/A	N/A	1,779.32	1,779.32
						015/0500	4	#2 470 OO	60 470 00	4070.00	A4 550 70			II						4 700 00
6SD24773 7 6SD41082 7		Freeman Huron	SD. SD.	57029 57350	9/5/1999 9/6/1999	9/5/2006 9/6/2006	1	\$3,170.00 \$3,170.00	\$3,170.00 \$3,170.00	\$270.00 \$270.00	\$1,536,76 \$1,537.90		o f	\$1,536.76	3,360.20 3,360.20	1,780.63 1,781.94	N/A 1,781.94	N/A 1781,94	1,780.63 N/A	1,780.63 1,781.94

STAFF WORK

S Communications, Inc.	List of South Dakota prepaid contracts	As Of: 12/20

S&S Commu Account# 20/2002 STAFF WORK with sales tax

																					TOTAL
Cust	1							How							"Unearned"				At-Risk Portion	Unearned	TOTAL AMOUNT
ome	11							many	Amount				Owed to I	Finance	Amount on non-	Total received				Revenue for Non	Included in
coun	II.					Contract		contr	received per	Total	Equipment	"Uneamed"	Aberdeen		Financed		Staff Calculated Unearned Income	Uncarned	Customer (To Be included in	AFC Customers (Non AFC	Bond
t	Account#	Type of contract	City	State	Zipcode	Date	Date	acts	contract	Received	Charges	Amount	Finance	1]	Contracts	Sales Tax	(all Customers)	Revenue	Bond)	customers)	Calculation
	6SD37316		Wessington	SD	57381	9/8/1999	9/8/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,540.16	\$0.00	f		3,360.20	1,784.57	1,784.57	1784.57	N/A	1,784.57
	6SD58130		Seneca	SD.	57473	9/8/1999	9/8/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,540.16			\$1,540.16	3,360.20	1,784.57	N/A	N/A	1,784.57	1,784.57
		7 year association	Leoia	SD	57456	9/14/1999	9/14/2006	3	\$3,170.00	\$9,510.00	\$270.00	\$4,928.96			\$4,928.96	10,080.60	5,377.37	N/A	N/A	5,377.37	5,377.37
		7 year association	Garden City		7236-9711		9/15/2006	5	\$3,170.00	\$15,850.00	\$270.00	\$8,317.05	\$0.00	f		16,801.00	8,968.86	8,968.86	8968.86	N/A	8,968.86
	6SD01739		Bowdle		7428-0394	9/16/1999	9/16/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,549.24	***		\$1,549.24	3,360.20	1,795.09	N/A	N/A	1,795.09	1,795.09
		7 year association 7 year association	Highmore Wessington	SD. SD	57345 57381		9/16/2006 9/17/2006	1	\$3,170.00 \$3,170.00	\$3,170.00 \$3,170.00	\$270.00 \$270.00	\$1,549.24 \$1,550.37	\$0.00 \$0.00	f		3,360.20 3,360.20	1,795.09 1,796.40	1,795.09 1,796.40	1795.09 1796.4	N/A N/A	1,795.09 1,796.40
	6SD48361		Lake Preston	SD	57249		9/17/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,550.37	\$0.00		\$1,550.37	3,360.20	1,796.40	1,750.40 N/A	N/A	1,796,40	1,796.40
		7 year association	Huron	SD	57350		9/20/2006	6	\$3,170.00	\$19,020.00	\$270.00	\$10,045.95	\$0.00	f	# 1,000.01	20,161.20	10.802.05	10,802.05	10802,05	· N/A	10,802,05
		7 year association	Claremont	SD	57432	9/20/1999	9/20/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,553.77	\$0.00	ŕ		3,360,20	1,800.34	1.800.34	1800.34	N/A	1,800.34
		7 year association	Miller	SD	57362	9/20/1999	9/20/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,553.77	\$0.00	f		3,360.20	1,800,34	1,800.34	1800.34	N/A	1,800.34
120	6SD13626	7 year	Seneca	SD. 5	7473-9629	9/21/1999	9/21/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,554.91			\$1,554.91	3,360.20	1,801.66	N/A	N/A	1,801.66	1,801.66
121	6SD21798	7 year	Highmore	SD.	57345	9/21/1999	9/21/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,554.91	\$0.00	f		3,360.20	1,801.66	1,801.66	1801.66	N/A	1,801.66
		7 year	Lake Preston	SD.	57249	9/22/1999	9/22/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,556.04			\$1,556.04	3,360.20	1,802.97	N/A	N/A	1,802.97	1,802.97
	6SD59550		Miller	SD	57362	9/22/1999	9/22/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,556.04	\$0.00	f		3,360.20	1,802.97	1,802.97	1802.97	N/A	1,802.97
		7 year association	Alexandria	SD	57311	9/23/1999	9/23/2006	3	\$3,170.00	\$9,510.00	\$270.00	\$4,961.49	\$0.00	f		10,080.60	5,412.85	5,412.85	5412.85	N/A	5,412.85
		7 year association	Mitchell	SD	57301	9/24/1999	9/24/2006	2	\$3,170.00	\$6,340.00	\$270.00	\$3,261.71	\$0.00	f		6,720.40	3,611.20	3,611.20	3611.2	N/A	3,611.20
	6SD60917		Conde	SD.	57434	9/27/1999	9/27/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,561.71	\$0.00	f		3,360.20	1,809.54	1,809.54	1809.54	N/A	1,809.54
	6SD07667	7 year association	Viborg Burke	SD SD	57070 57523	9/27/1999 9/30/1999	9/27/2006 9/30/2004	1	\$3,170.00	\$3,170.00	\$270.00	\$1,561.71	\$0.00	f		3,360.20	1,809.54	1,809.54	1809.54	N/A	1,809.54
		7 year association	Platte	SD.	57369	9/30/1999	9/30/2004	1 2	\$3,170.00 \$3,170.00	\$3,170.00 \$6,340.00	\$270.00 \$270.00	\$1,031.75 \$3,275,95	\$210.88	Ţ		3,360.20	1,195.47	984.59 3.626.97	984.59 3626.97	N/A N/A	984.59
	6SD46986		Goodwin	SD.	57238	10/4/1999	10/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$3,275,95 \$1,569.65	\$0.00		\$1,569.65	6,720.40 3,360.20	3,626.97 1,818.74	3,020.97 N/A	3626.97 N/A	1,818.74	3,626.97 1,818.74
		7 year association	Henery	SD	57243	10/4/1999	10/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,569.65			\$1,569.65	3,360,20	1,818.74	N/A	N/A	1,818.74	1,818.74
	6SD64708		Ipswich	SD 5		10/4/1999	10/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,569.65			\$1,569.65	3,360.20	1,818.74	N/A	N/A	1,818.74	1,818.74
		7 year association	Platte	SD.	57369		10/6/2006	2	\$3,170,00	\$6,340.00	\$270.00	\$3,290.19			\$3,290.19	6,720.40	3,642.74	N/A	N/A	3,642.74	3,642.74
134	6SD31045	7 year association	Olivet	SD	57052	10/13/1999 1	0/13/2006	4	\$3,170.00	\$12,680.00	\$270.00	\$6,760.71	\$1,459.35	f	,	13,440.80	7,322.27	5,862.92	5862.92	N/A	5,862.92
		7 year association	Olivet	SD 5	7052-5902	10/13/1999	0/13/2006	2	\$3,170.00	\$6,340.00	\$270.00	\$3,306.81	\$0.00	f		6,720.40	3,661.13	3,661.13	3661.13	N/A	3,661.13
	6SD28145		Wolsey	SD.	57384	10/15/1999 1		1	\$3,170.00	\$3,170.00	\$270.00	\$1,582.13	\$0.00	f		3,360.20	1,833.19	1,833.19	1833.19	N/A	1,833.19
	6SD21256		Roscoe	SD. 5		10/25/1999 1		1	\$3,170.00	\$3,170.00	\$270.00	\$1,593.47	\$0.00	f		3,360.20	1,846.34	1,846.34	1846.34	N/A	1,846.34
	6SD76716 6SD84895		Rapid City	SD	57701	10/26/1999 1		1	\$3,170.00	\$3,170.00	\$270.00	\$1,073.02	\$0.00	f		3,360.20	1,243.29	1,243.29	1243.29	N/A	1,243.29
		7 year association	Woonsocket Delmont	SD	57385 57330	10/26/1999 1		3	\$3,170.00	\$3,170.00	\$270.00	\$1,594.60	\$0.00	ţ		3,360,20	1,847.65	1,847.65	1847.65	N/A	1,847.65
	6SD01530		Wessington Springs	SD	57382		11/1/2006	1	\$3,170.00 \$3,170.00	\$9,510.00 \$3,170.00	\$270.00 \$270.00	\$5,087.96 \$1,601.41	\$0.00	f	\$1,601.41	10,080.60 3,360.20	5,550.83 1,855.53	5,550.83 N/A	5550,83 N/A	N/A 1,855.53	5,550.83 1,855.53
	6SD03280		Brookings	SD	57006		11/1/2006	4	\$3,170.00	\$3,170.00	\$270.00	\$1,601.41	- \$0.00	f	\$1,001.41	3,360.20	1,855.53	1,855.53	1855.53	N/A	1,855.53
		7 year association	Artesion	SD	57314		11/2/2006	2	\$3,170.00	\$6,340.00	\$270.00	\$3,354.29	40.00		\$3,354.29	6,720.40	3,713.70	N/A	N/A	3,713.70	3,713.70
		7 year association	Madison		7042-7212		11/2/2006	2	\$3,170.00	\$6,340.00	\$270.00	\$3,354.29	\$0.00	f	40,004.20	6,720.40	3,713.70	3,713.70	3713.7	N/A	3,713.70
145	6SD34885	7 year	Harrold	SD	57536	11/4/1999	11/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,604.81	\$0.00	f		3,360.20	1,859.48	1,859.48	1859.48	N/A	1,859.48
		7 year association	Alexandria	SD	57311	11/4/1999	11/4/2006	3	\$3,170.00	\$9,510.00	\$270.00	\$5,113.26	\$0.00	f	1	10,080.60	5,578.43	5,578.43	5578.43	N/A	5,578.43
	6SD06889		Quinn	SD 5	7775-9425	11/6/1999	11/6/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,607.08	\$144.66	f		3,360.20	1,862.11	1,717.45	1717.45	N/A	1,717.45
	6SD18737		Aberdeen	SD	57401		11/6/2006	1	\$5,519.00	\$5,519.00	\$270.00	\$2,908.81	\$0.00	f		5,850.14	3,241.94	3,241.94	3241.94	N/A	3,241.94
	6SD16962		Chamberlain	SD	57325		11/9/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,610.48	\$0.00	f		3,360.20	1,866.05	1,866.05	1866.05	N/A	1,866.05
	6SD42931		Gregory	SD.	57533		11/9/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,610.48	\$0.00	f		3,360.20	1,866.05	1,866.05	1866,05	N/A	1,866.05
		7 year association	Chamberlain	SD. 5			11/9/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,610.48		_	\$1,610.48	3,360.20	1,866.05	N/A	N/A	1,866.05	1,866.05
		7 year association 7 year	Castlewood Sioux Falls	SD	57223 57104	11/12/1999 1		2	\$3,170.00	\$6,340.00 \$3,170.00	\$270.00	\$3,378.03	\$0.00	f		6,720.40	3,739.98	3,739.98	3739.98	N/A	3,739.98
		7 year	Alexandria	SD. SD	57104 57311	11/15/1999 1		1	\$3,170.00 \$3,170.00	\$3,170.00	\$270.00 \$270.00	\$1,617.29 \$1,619.55	60.00	f	\$1,617.29	3,360.20	1,873,93	N/A	N/A	1,873.93	1,873.93
		7 year association	Aberdeen	SD 5		11/18/1999 1		1	\$3,170.00	\$3,170.00	\$270.00	\$1,620.69	\$0.00	1	\$1,620.69	3,360.20 3,360.20	1,876.56 1,877.87	1,876.56 N/A	1876.56 N/A	N/A 1,877.87	1,876.56 1,877.87
		7 year association	Burke	SD	57523	11/19/1999 1		1	\$3,170.00	\$3,170.00	\$270.00	\$1,621.82	\$0.00	f	\$1,020.03	3,360.20	1,879,19	1.879.19	1879.19	1,877.87 N/A	1,877.67
		7 year	Alcester	SD	57001	11/24/1999 1		i	\$3,170.00	\$3,170.00	\$270.00	\$1,627.49	φυ.υυ	•	\$1,627.49	3,360.20	1,885.76	1,079.19 N/A	N/A	1,885.76	1,885.76
		7 year	Flandreau	SD		11/24/1999 1		1	\$3,170.00	\$3,170.00	\$270.00	\$1,627.49	\$1,071.14	f	¥,,52,,43	3,360.20	1,885.76	814.62	814.62	N/A	814.62
159	6SD11293	7 year association	Revillo	SD	57259	11/26/1999 1	1/26/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,629.76	\$0.00	f]	3,360.20	1,888.39	1,888.39	1888.39	N/A	1,888.39
		7 year association	Sioux Falls	SD	57106	11/26/1999 1		2	\$3,170.00	\$6,340.00	\$270.00	\$3,411.26	\$0.00	f	1	6,720.40	3,776.78	3,776.78	3776.78	N/A	3,776.78
	6SD28210		Miller	SD		11/26/1999 1		1	\$3,170.00	\$3,170.00	\$270.00	\$1,629.76	\$0.00	f	. 1	3,360.20	_ 1,888.39	1,888.39	1888.39	N/A	1,888.39
162	6SD06044	10 year	Eureka	SD	57437	11/29/1999 1	1/29/2009	1	\$3,170.00	\$3,170.00	\$270.00	\$2,013.25			\$2,013.25	3,360.20	2,332.73	N/A	N/A	2,332.73	2,332.73

																				Unexmed	TOTAL
Cust	t							How							"Uneamed"				At-Risk Portion	Revenue for Non	AMOUNT
ome	Н						1	many	Amount				Owed to I	Finance	Amount on non-	Total received	Staff Cajculated	Principal & (AFC Customers	Included in
cour								contr	received per	Total	Equipment	"Uneamed"	Aberdeen	d [note	Financed		Unearned Income		Be included in	(Non AFC	Bond
t		Type of contract	City	State	Zipcode	Date	Date	acts	contract	Received	Charges	Amount	Finance	1]	Contracts	Sales Tax	(all Customers)	Revenue	Bond)	customers)	Calculation
		7 year association	Sisseton	SD.	57262	11/30/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,634.30	\$0.00	f		3,360.20	1,893.64	1,893.64	1893.64	N/A	1,893.64
	6SD05801		Pukwanna	SD	57370		12/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,638.83	\$0.00	f		3,360.20	1,898.90	1,898.90	1898.9	N/A	1,898.90
	6SD56162		Yankton	SD	57078		12/4/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,638.83	\$402.91	f		3,360.20	1,898.90	1,495.99	1495.99	N/A	1,495.99
	6SD07612		Miller	SD	57362	12/6/1999	12/6/2006	1	\$5,519.00	\$5,519.00	\$270.00	\$2,970.40	\$0.00	f		5,850.14	3,310.58	3,310.58	3310.58	N/A	3,310.58
167			Aberdeen	SD	57401		12/6/2006	2	\$5,519.00	\$11,038.00	\$270.00	\$6,093.58		_	\$6,093.58	11,700.28	6,621.16	N/A	N/A	6,621.16	6,621.16
	6SD34588		Wessington	SD	57381		12/7/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,642.24	\$0.00	1 .		3,360.20	1,902.84	1,902.84	1902.84	N/A	1,902.84
	6SD38652		Harrold		7536-6901		12/7/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,642.24	60.00		\$1,642.24	3,360.20	1,902.84 1,906.79	N/A 1,906.79	N/A 1906.79	1,902.84 N/A	1,902.84 1,906.79
	6SD16904		Wakonda		7073-6407	12/10/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,645.64	\$0,00 \$0,00	ī	•	3,360.20 3,360.20	1,906.79	1,906.79	1906.79	·Ń/A	-1,906.79
	6SD70751		Miller	SD	57362	12/10/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,645.64	\$0.00	ī	\$1 640 04	3,360.20	1,910.73	1,500.75 N/A	N/A	1.910.73	1,910.73
172	6SD87952	7 year 7 year association	Wall	SD SD	57790 57427	12/13/1999		1	\$3,170.00 \$3,170.00	\$3,170.00 \$3,170.00	\$270.00 \$270.00	\$1,649.04 \$1,650.18	-		\$1,649.04 \$1,650.18	3,360.20	1,912.04	N/A	N/A	1,912.04	1,912.04
	6SD14329		Bath Ashton	SD	57421	12/14/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,650.18	\$0.00	£	\$1,000.10	3,360.20	1,912.04	1,912.04	1912.04	N/A	1,912.04
	6SD17263		Salem	SD	57058	12/14/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,650.18	\$1,824.22	÷		3,360.20	1,912.04	87.82	87.82	N/A	87.82
	6SD84303		Sioux Falls	SD	57106	12/14/1999		•	\$3,170.00	\$3,170.00	\$270.00	\$1,650.18	\$0.00	F		3,360.20	1,912,04	1,912.04	1912.04	N/A	1,912.04
177			Hartford	SD	57033	12/16/1999		i	\$3,170.00	\$3,170.00	\$270.00	\$1,444.71	Ψ0.00	•	\$1,444.71	3,360.20	1,673.97	N/A	N/A	1,673.97	1,673.97
		7 year association	Miller	SD	57362	12/17/1999		,	\$5,519.00	\$11,038.00	\$270.00	\$6,139,91	\$0.00	f	41,11111	11,700.28	6,671,49	6.671.49	6671.49	N/A	6.671.49
	6SD80952		Henry	SD	57243	12/18/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,654.71	\$0.00	f		3,360.20	1,917.30	1,917.30	1917.3	N/A	1,917.30
	6SD50730		Winner	SD	57580	12/20/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,656.98	\$0.00	f		3,360.20	1,919,93	1,919.93	1919.93	N/A	1,919.93
181			Onaka .		7466-5101	12/20/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,656.98	\$0.00	f		3,360.20	1,919.93	1.919.93	1919.93	N/A	1,919.93
182	6SD77266		Winner	SD	57580	12/20/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,656.98	\$0.00	f		3,360.20	1,919.93	1,919,93	1919.93	N/A	1,919.93
		7 year association	Burke	SD	57523	12/21/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,658.11	\$0.00	f		3,360.20	1,921.24	1,921.24	1921.24	N/A	1,921.24
184			Mobridge	SD	57601	12/22/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,659.25	\$0.00	f		3,360.20	1,922.55	1,922.55	1922.55	N/A	1,922.55
185	6SD16395	7 year association	Gettysburg	SD	57442	12/22/1999	2/22/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,659.25	\$0.00	f		3,360.20	1,922.55	1,922.55	1922.55	N/A	1,922:55
186	6SD55298	7 уеаг	Webster	SD	57274	12/22/1999	2/22/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,659.25	\$0.00	f		3,360.20	1,922.55	1,922.55	1922.55	N/A	1,922,55
187	6SD82461	7 year association	Mobridge	SD	57601	12/22/1999 1	2/22/2006	1	\$5,519.00	\$5,519.00	\$270.00	\$3,003.24	\$0.00	f		5,850.14	3,347.19	3,347.19	3347.19	N/A	3,347.19
	6SD16439		Rosco	SD	57471	12/23/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,660.38	\$0.00	f		3,360.20	1,923.87	1,923.87	1923.87	N/A	1,923.87
		7 year association	Wessington	SD	57381	12/24/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,661.52			\$1,661.52	3,360.20	1,925.18	N/A	N/A	1,925.18	1,925.18
	6SD39635		Ree Heights	SD	57371	12/27/1999 1		1	\$3,170.00	\$3,170.00	\$270.00	\$1,664.92	\$0.00	f		3,360.20	1,929.13	1,929.13	1929.13	N/A	1,929.13
		7 year association	Aberdeen	SD	57401	12/30/1999		1	\$3,170.00	\$3,170.00	\$270.00	\$1,668.32	\$527.93	f		3,360.20	1,933.07	1,405.14	1405.14	N/A	1,405.14
		7 year association	Wessington Springs	SD	57382	12/30/1999 1		1	\$3,170.00	\$3,170.00	\$270.00	\$1,668.32	\$0.00	f		3,360.20	1,933.07	1,933.07	1933.07	N/A	1,933.07
	6SD11738		Letcher	SD	57359	1/2/2000	1/2/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,671.72	\$0.00	f		3,360.20	1,937.01	1,937.01	1937.01	N/A	1,937.01
		7 year association	Eureka	SD	57437	1/3/2000 1/3/2000	1/3/2007 1/3/2007	1	\$3,170.00	\$3,170.00	\$270.00 \$270.00	\$1,672.86 \$1,672.86	#D 00		\$1,672.86	3,360.20	1,938.32 1,938.32	N/A	N/A 1938.32	1,938.32 N/A	1,938.32 1,938.32
	6SD42817	7 year 7 year association	Wessington Springs Chamberlain	SD SD	57382 57370	1/5/2000	1/5/2007	1	\$3,170.00 \$3,170.00	\$3,170.00 \$3,170.00	\$270.00	\$1,675.13	\$0.00 \$257.12	Ţ	1	3,360.20 3,360.20	1,938.32	1,938.32 1,683.83	1683.83	N/A	1,683.83
	6SD04848		Stickney	SD	57370 57375	1/6/2000	1/6/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,676,26	\$0.00	· ·		3,360.20	1,942.27	1,942.27	1942,27	N/A	1,942.27
	6SD09661		Mitchell	SD	57301	1/6/2000	1/6/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,676.26	\$0.00	f		3,360.20	1,942.27	1,942.27	1942.27	N/A	1,942.27
		7 year association	Chamberlain	SD	57325	1/6/2000	1/6/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,676.26	\$0.00	f		3,360.20	1,942.27	1,942.27	1942.27	N/A	1,942.27
		7 year association	Mitchell	SD	57301	1/6/2000	1/6/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,676,26	\$0.00	ŕ		3,360.20	1,942.27	1,942.27	1942.27	N/A	1,942.27
	6SD79876		Milbank	SD	57252		1/10/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,680.80	\$0.00	f		3,360.20	1,947.52	1,947.52	1947.52	N/A	1,947,52
	6SD82942		Ree Heights	SD	57371		1/11/2007	i	\$3,170.00	\$3,170.00	\$270.00	\$1,681.93	\$0.00	ŕ		3,360.20	1,948.84	1,948.84	1948.84	N/A	1,948.84
203		7 year association	New Effington	SD	57255		1/11/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,681.93	\$0.00	f		3,360.20	1,948.84	1,948.84	1948.84	N/A	1.948.84
	6SD05162		Britton	SD	57430		1/13/2007	1	\$3,243,00	\$3,243.00	\$270.00	\$1,726.60	4	•	\$1,726.60	3,437.58	1,996.40	N/A	N/A	1,996.40	1,996,40
		7 year association	Woonsocket	SD	57385		1/13/2007	1	\$3,170.00	\$3,170,00	\$270.00	\$1,684.20	\$0.00	f	7.,	3,360.20	1.951.47	1.951.47	1951.47	N/A	1,951,47
	6SD64024		Dell Rapids	SD	57022		1/14/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,685.33	\$0.00	f		3,360,20	1.952.78	1,952,78	1952.78	N/A	1,952,78
		7 year association	Wessington	SD	57381		1/17/2007	2	\$5,519.00	\$11,038.00	\$270.00	\$6,270,45	\$0.00	f		11,700.28	6.813.34	6,813,34	6813.34	N/A	6,813.34
	6SD19301		Lyons	SD	57041		1/17/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,688.74	\$0.00	f	l	3,360.20	1,956.72	1,956.72	1956.72	N/A	1,956.72
	6SD43884		Wessington	SD	57381		1/20/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,692.14	•		\$1,692.14	3,360.20	1,960.66	N/A	N/A	1,960.66	1,960.66
210	6SD73598	7 year association	Miller	SD	57362	1/20/2000	1/20/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,692.14	\$0.00	f		3,360.20	1,960.66	1,960.66	1960.66	N/A	1,960.66
211	6SD80883	7 year association	Wessington Springs	SD. 57	7382-5118		1/20/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,692.14	\$0.00	f	1	3,360.20	1,960.66	1,960.66	1960.66	N/A	1,960.66
	6SD89683		Wolsey	SD	57384		1/20/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,692.14	\$0.00	f	l	3,360.20	1,960.66	1,960.66	1960.66	N/A	1,960.66
		7 year association	Miller	SD	57362		1/20/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,692.14	\$0.00	f		3,360.20	1,960.66	1,960.66	1960.66	N/A	1,960.66
		7 year association	Arlington		7212-9309		1/25/2007	2	\$3,170.00	\$6,340.00	\$270.00	\$3,553.69	\$0.00	f		6,720.40	3,934.47	3,934.47	3934.47	N/A	3,934.47
		6 year association	Virgil	SD	57379		1/26/2006	1	\$3,675.03	\$3,675.03	\$270.00	\$1,759.99	\$1,702.99	f		3,895.53	- 2,013.52	310.53	310.53	N/A	310.53
216	6SD84218	7 year association	Watertown	SD	57201	1/26/2000	1/26/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,698.94	\$0.00	f.	1	3,360.20	1,968.55	1,968.55	1968.55	N/A	1,968.55

S&S Communications, Inc. List of South Dakota prepaid contracts As Of: 12/20/2002 STAFF WORK
Account# with sales tax

	ACCOUNT																				
																					TOTAL
_	İ	•													"Unearned"			Difference	At-Risk Portion	Unearned	TOTAL AMOUNT
Cus								How					Owed to I	-7		Total received				Revenue for Non	Included in
ome	FI					Combood	Ci.sia.a	many	Amount	Tatal	Faulament	"I I was a mad"	Aberdeen		Financed		Staff Calculated		Customer (To	AFC Customers	Bond
cour	II.	True of contend	City	Clata	Zinanda	Date	Expiration Date		received per	Total	Equipment Charges	"Unearned" Amount	Finance	1)	Contracts	Sales Tax	Unearned Income (all Customers)	Unearned Revenue	Be included in Bond)	(Non AFC customers)	Calculation
	6SD16781	Type of contract	Fort Pierre	State	Zipcode 57532	1/27/2000	1/27/2007	acts	\$3,170.00	Received \$3,170.00	\$270.00	\$1,700.08	5376.88	- tj	Contracts	3,360.20	1,969.86	1,592.98	1592.98	N/A	1.592.98
		7 year association	Flandreau	SD	57028	1/27/2000	1/27/2007	2	\$3,170.00	\$6,340.00	\$270.00	\$3,558.44	\$370.00	•	\$3,558,44	6,720.40	3,939.73	N/A	N/A	3.939.73	3.939.73
		7 year association	Estelline		7234-5707	1/27/2000	1/27/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,700.08			\$1,700.08	3,360.20	1,969.86	N/A	N/A	1,969.86	1,969.86
		7 year association			7369-9519	1/29/2000	1/29/2007	3	\$3,170.00	\$9,510.00	\$270.00	\$5,424.03	\$0.00	f	ψ1,100.00	10.080.60	5,917.47	5.917.47	5917.47	N/A	5.917.47
	6SD59883		Wood	SD	57585	1/29/2000	1/29/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,702.35	\$0.00	ŕ		3,360.20	1,972.49	1,972.49	1972.49	N/A	1,972.49
		7 year association	Platte		7369-6007	1/29/2000	1/29/2007	4	\$3,170.00	\$12,680.00	\$270.00	\$7,284.87	\$0.00	ř		13,440.80	7,889.97	7,889.97	7889.97	N/A	7.889.97
		7 year association	Stratford	SD	57474	1/31/2000	1/31/2007	3	\$3,170.00	\$9,510.00	\$270.00	\$5,431,26	\$0.00	f		10,080.60	5,925.36	5,925,36	5925.36	N/A	5.925.36
	6SD41734		Ree Heights	SD	57371	2/1/2000	2/1/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,705.75	\$139.05	ŕ		3,360.20	1,976.43	1,837.38	1837.38	N/A	1,837,38
	6SD25662		Geddes	SD	57342	2/2/2000	2/2/2007	i .	\$3,170.00	\$3,170.00	\$270.00	\$1,706.88	\$0.00	f		3,360.20	1,977.75	1,977.75	1977.75	·N/A	1,977.75
	6SD43588		Wessington	SD	57381	2/2/2000	2/2/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,706.88	\$126.20	f.		3,360.20	1,977.75	1,851.55	1851.55	N/A	1,851.55
		7 year association	Burke	SD	57523	2/3/2000	2/3/2007	1	\$3,170.00	\$3,170,00	\$270.00	\$1,708.02	\$0.00	f		3,360.20	1,979.06	1,979.06	1979.06	N/A	1,979.06
		7 year association	Elkton	SD 5	7026-6628	2/7/2000	2/7/2007	2	\$3,170.00	\$6,340.00	\$270.00	\$3,584.55	\$0.00	f		6,720,40	3,968.64	3,968.64	3968.64	N/A	3,968.64
229	6SD69972	7 year association	White	SD 5	7276-6613	2/7/2000	2/7/2007	2	\$3,170.00	\$6,340.00	\$270.00	\$3,584.55	\$0.00	f		6,720.40	3,968.64	3,968.64	3968.64	N/A	3,968.64
230	6SD44956	7 year association	Canton	SD	57013	2/8/2000	2/8/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,713.69			\$1,713.69	3,360.20	1,985.63	N/A	N/A	1,985.63	1,985.63
231	6SD60231	7 year	Redfield	SD	57469	2/10/2000	2/10/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,715.96	\$0.00	f		3,360.20	1,988.26	1,988.26	1988.26	N/A	1,988.26
232	6SD06946	6 year	Aberdeen	SD	57401	2/16/2000	2/16/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,526.73			\$1,526.73	3,360.20	1,769.01	N/A	N/A	1,769.01	1,769.01
233	6SD18823	6 year association	Huron	SD	57350	2/16/2000	2/16/2006	1	\$3,675.03	\$3,675.03	\$270.00	\$1,792.61			\$1,792.61	3,895.53	2,050.84	N/A	N/A	2,050.84	2,050.84
234	6SD40789	7 year association	Huron	SD	57350		2/17/2007	3	\$3,170.00	\$9,510.00	\$270.00	\$5,492.69			\$5,492.69	10,080.60	5,992.38	N/A	N/A	5,992.38	5,992.38
235		7 year association	Frankfort -	SD	57440		2/17/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,723.90			\$1,723.90	3,360.20	1,997.46	N/A	N/A	1,997.46	1,997.46
	6SD18985		Piedmont	SD	57769		2/21/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,533.35			\$1,533.35	3,360.20	1,776.68	N/A·	N/A	1,776.68	1,776.68
		7 year association	Iroquois		7353-6705		2/21/2007	2	\$3,170.00	\$6,340.00	. \$270.00	\$3,617.79			\$3,617.79	6,720.40	4,005.43	N/A	N/A	4,005.43	4,005.43
		7 year association	Raymond		7258-7400	2/22/2000	2/22/2007	4	\$3,170.00	\$12,680.00	\$270.00	\$7,401.35			\$7,401.35	13,440.80	8,016.12	N/A	N/A	8,016.12	8,016.12
239		7 year association	Carpenter		7322-9721	2/22/2000	2/22/2007	4	\$3,170.00	\$12,680.00	\$270.00	\$7,401.35			\$7,401.35	13,440.80	8,016.12	N/A	N/A	8,016.12	8,016.12
	6SD12879		Aberdeen	SD	57401	2/23/2000	2/23/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,535.99			\$1,535.99	3,360.20	1,779.74	N/A	N/A	1,779.74	1,779.74
	6SD10973		Rockham	SD	57470	2/26/2000	2/26/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,539.96		0	\$1,539.96	3,360.20	1,784.34	N/A	N/A	1,784.34	1,784.34
	6SD37343		Hecla	SD	57446	2/27/2000	2/27/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,541.29			\$1,541.29	3,360.20	1,785.87	N/A	N/A	1,785.87	1,785.87
		7 year association	Cresbard	SD	57435	3/1/2000	3/1/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,738.18		o	\$1,738.18	3,360.20	2,014.02	N/A	N/A	2,014.02	2,014.02
	6SD11015		Plankinton	SD	57368	3/4/2000	3/4/2006	•	\$3,170.00	\$3,170.00	\$270.00	\$1,548.61			\$1,548.61	3,360.20	1,794.36	N/A	N/A N/A	1,794.36 1,044.26	1,794.36
		6 year association	Groton	SD SD	57445 57428	3/9/2000	3/9/2006 3/10/2005	1 2	\$1,837.00	\$1,837.00	\$270.00	\$840.36	6000 26		\$840.36	1,947.22	1,044.26	N/A	742.03	1,044.26 N/A	1,044.26 742.03
		5 year association 6 year association	Bowdle Fort Thompson	SD	57428 57339	3/10/2000 3/10/2000	3/10/2005	1	\$1,837.65 \$3,675.03	\$3,675.30 \$3,675.03	\$270.00 \$270.00	\$1,512.43 \$1,827.62	\$988.26	0	\$1,827.62	3,895.82 3,895.53	1,730.29 2,090.89	742.03 N/A	742.03 N/A	2,090.89	2,090.89
	6SD40818		Huron	SD	57359 57350		3/11/2005		\$3,170.00	\$3,170.00	\$270.00	\$1,289.59		u	\$1,289.59	3,360.20	1,494.24	N/A	N/A	1,494.24	1,494.24
	6SD77821		Highmore	SD	57345		3/12/2005	,	\$3,170.00	\$3,170.00	\$270.00	\$1,559.20			\$1,559.20	3,360.20	1,806.63	N/A	N/A	1,806.63	1,806.63
		6 year association	Wall	SD	57790	3/13/2000		i	\$3,675.03	\$3,675.03	\$270.00	\$1,832,28			\$1,832.28	3,895.53	2,096.23	N/A	N/A	2,096,23	2,096.23
	6SD95877		Whitewood	SD	57793		3/13/2005	1	\$3,170.00	\$3,170.00	\$270.00	\$1,292.77		D	\$1,292.77	3.360.20	1,497.92	N/A	N/A	1,497,92	1,497.92
252			Custer	SD	57730		3/14/2006	1	\$5,519.00	\$5,519.00	\$270.00	\$2,826.94		•	\$2,826.94	5,850.14	3,150.69	N/A	N/A	3,150.69	3,150.69
		7 year association	Aberdeen	SD	57401		3/14/2007	1	\$5,519.00	\$5,519.00	\$270.00	\$3,172.81			\$3,172.81	5,850,14	3,536,18	N/A	N/A	3,536,18	3,536.18
254	6SD09351	5 year	St. Onge	SD	57779	3/15/2000	3/15/2005	1	\$3,170.00	\$3,170.00	\$270.00 -	\$1,295.95		0	\$1,295.95	3,360.20	1,501,60	N/A	N/A	1,501.60	1,501.60
255	6SD88685	6 year association	Spearfish	SD 57	7783-2036	3/15/2000	3/15/2006	1	\$3,675.03	\$3,675.03	\$270.00	\$1,835.39			\$1,835.39	3,895.53	2,099.78	N/A	N/A	2,099.78	2,099.78
256	6SD27072		Rapid City	SD	57702	3/16/2000	3/16/2004	1	\$5,519.00	\$5,519.00	\$270.00	\$1,623.92			\$1,623.92	5,850.14	1,809.90	N/A	N/A	1,809.90	1,809.90
257	6SD85261	6 year association	Groton	SD	57445	3/16/2000	3/16/2006	1	\$3,675.03	\$3,675.03	\$276.00	\$1,836.94			\$1,836.94	3,895.53	2,101.56	N/A	N/A	2,101.56	2,101.56
258	6SD54098	7 year association	Willow Lake	SD 57	7278-5401	3/17/2000	3/17/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,756.34	•		\$1,756.34	3,360.20	2,035.05	N/A	N/A	2,035.05	2,035.05
259	6SD65206	6 year association	Dupree	SD	57623		3/18/2006	1	\$3,675.03	\$3,675.03	\$270.00	\$1,840.05		o	\$1,840.05	3,895.53	2,105.12	N/A	N/A	2,105.12	2,105.12
		6 year association	Roscoe	SD	57471	3/26/2000	3/26/2006	1	\$3,675.03	\$3,675.03	\$270.00	\$1,852.49			\$1,852.49	3,895.53	2,119.34	N/A	N/A	2,119.34	2,119.34
	6SD20863		Canton	SD	57013	3/27/2000	3/27/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,579.05			\$1,579.05	3,360.20	1,829.63	N/A	N/A	1,829.63	1,829.63
		7 year association	Eureka	SD	57437	3/28/2000	3/28/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,768.82			\$1,768.82	3,360.20	2,049.51	N/A	N/A	2,049.51	2,049.51
		7 year association	Wessington Springs	SD	57382	3/29/2000	3/29/2007	2	\$3,170.00	\$6,340.00	\$270.00	\$3,704.69			\$3,704.69	6,720.40	4,101.65	N/A	N/A	4,101.65	4,101.65
	6SD01703		Highmore	SD	57345	4/1/2000	4/1/2004	1	\$5,519.00	\$5,519.00	\$270.00	\$1,681.40		0	\$1,681.40	5,850.14	1,873.97	N/A	N/A	1,873.97	1,873.97
	6SD10561		Redfield	SD	57469	4/1/2000	4/1/2004	1	\$3,170.00	\$3,170.00	\$270.00	\$928.95			\$928.95	3,360.20	1,076.37	N/A	N/A	1,076.37	1,076.37
	6SD30481		Highmore	SD	57345	4/1/2000	4/1/2006	1	\$3,170.00	\$3,170.00	\$270.00	\$1,585.67		0	\$1,585.67	3,360.20	1,837.30	N/A	N/A	1,837.30	1,837.30
	6SD71685		Gettysburg	SD	57442	4/1/2000	4/1/2004	1	\$3,170.00	\$3,170.00	\$270.00	\$928.95			\$928.95	3,360.20	1,076.37	N/A	N/A	1,076.37	1,076.37
	6SD74152		McLaughlin	SD	57642	4/1/2000	4/1/2007	1	\$3,170.00	\$3,170.00	\$270.00	\$1,773.36		_	\$1,773.36	3,360.20	2,054.77	N/A	N/A	2,054.77	2,054.77
	6SD00397		Britton	SD	57430	4/4/2000	4/4/2004	1	\$5,519.00	\$5,519.00 \$3,470.00	\$270.00	\$1,692.18		ο.	\$1,692.18	5,850.14	1,885.98	N/A	N/A	1,885.98	1,885.98
2/0	6SD84424	4 year	Wentworth	SD	57075	4/4/2000	4/4/2004	1	\$3,170.00	\$3,170.00	\$270.00	\$934,91			\$934.91	3,360.20	1,083.27	N/A	N/A	1,083.27	1,083.27

S&S Communications, Inc. List of South Dakota prepaid contracts

Account#

As Of: 12/20/2002

STAFF WORK with sales tay

TOTAL Difference At-Risk Portion AMOUNT "Uneamed" Cus How between of AFC Financed Revenue for Non Owed to Finance Amount on non-Included in many Amount Total received ome Staff Calculated Principal & Customer (To AFC Customers "Uneamed" Aberdeen d Inote Financed by S&S with Unearned Income (Non AFC Rand Contract Expiration contr Equipment received ner Total Unearned Be included in COLL Sales Tax Revenue Bond) customers) Calculation Account# Type of contract City State Zipcode Date Date contract Received Charges Amount Finance 1] Contracts fall Customers 1 D87 87 1 087 87 \$938.88 3,360.20 1 087 87 N/A N/A SD 57430-0627 4/6/2004 \$3,170.00 \$270.00 \$938.88 271 6SD52418 4 year Britton 4/6/2000 \$3,170,00 N/A 850.35 850.35 \$270.00 \$677.57 1.841.93 850.35 N/A \$677.57 272 6SD20930 5 year association Faulkton SD 57438 4/11/2000 4/11/2005 \$1,737.67 \$1,737.67 3 828 02 N/A N/A 3.828.02 3.828.02 273 6SD56216 4 year Faulkton SD 57438 4/11/2000 4/11/2004 2 \$5,519.00 \$11,038,00 \$270.00 \$3,523.00 \$3,523,00 11,700,28 3.360.20 1.854.17 N/A N/A 1.854.17 1.854.17 274 6SD47309 6 year \$3,170.00 \$3,170,00 \$270.00 \$1,600,23 \$1,600.23 Rosholt SD 57260 4/12/2000 4/12/2006 N/A 1,942.04 1.942.04 \$1,742.48 5 850 14 1.942.04 N/A 275 6SD64354 4 year Gettysburg SD. 57442 4/18/2000 4/18/2004 \$5,519.00 \$5,519.00 \$270.00 \$1,742.48 1872 57 1 872 57 \$1,616,11 \$0.00 3,360.20 1,872.57 1.872.57 N/A 276 6SD73406 6 year SD 4/24/2006 \$3,170.00 \$3,170,00 \$270.00 Aberdeen 57401 4/24/2000 \$1,618,76 3,360,20 1,875.64 N/A N/A 1.875.64 1.875.64 \$270.00 \$1,618.76 277 6SD07451 6 year Lowry SD 57472 4/26/2000 4/26/2006 \$3,170.00 \$3,170,00 n 3.360.20 N/A N/A 1.133.87 1,133,87 278 6SD14649 4 year Mobridae SD 4/26/2000 4/26/2004 \$3,170,00 \$3,170,00 \$270.00 \$978.58 \$978.58 1,133.87 57601 \$1.367.42 3.360.20 1.584.41 N/A N/A 1,584,41 1.584.41 \$270.00 \$1,367,42 279 6SD91297 5 year Wanhay SD 57773 412012000 A/20/2005 \$3,170,00 \$3,170,00 5 850 14 1.998.10 N/A N/A 1,998,10 1.998.10 \$1,792,78 \$1 792 78 6SD32365 4 year Gettysburg SD 57442 5/2/2000 5/2/2004 \$5,519.00 \$5,519.00 \$270.00 \$1,799.97 \$1,799.97 5,850.14 2 006.11 N/A N/A 2 006 11 2 006 11 6SD42942 4 vear 5/4/2000 5/4/2004 \$5,519,00 \$5.519.00 \$270.00 281 Mobridge SD 57601 N/A N/A 4.209.45 4.209.45 5/9/2007 \$3,170.00 \$6,340,00 \$270.00 \$3,802,06 \$3,802,06 6.720.40 4,209,45 282 6SD33501 7 year association Winfred SD 57076 5/9/2000 2 2.030.13 2.030.13 N/A N/A 2 030 13 283 6SD83133 4 year Rapid City SD 57701 5/10/2000 5/10/2004 \$5,519.00 \$5,519.00 \$270.00 \$1,821.52 \$1,821.52 5 850 14 N/A 931.28 931 28 \$1,837,65 \$749.48 5749.48 1.947.91 931.28 N/A 6SD15294 5 year association 5/11/2000 5/11/2005 \$1,837,65 \$270.00 284 Roscop SD 57471 2 034 13 N/A N/A 2.034.13 2.034.13 285 6SD58888 4 year \$1,825,11 5 850 14 Mobridae SD 57601 5/11/2000 5/11/2004 \$5,519.00 \$5,519.00 \$270.00 \$1,825.11 6SD48345 4 year 5/12/2004 \$3,170.00 \$3,170.00 \$270.00 \$1,010.34 \$1,010.34 3,360.20 1,170.67 N/A N/A 1,170.67 1,170,67 286 Herreid SD 57632 5/12/2000 1 ٥ 5 850 14 2.054.16 N/A N/A 2,054.16 2.054.16 287 6SD57643 4 year Timber Lake SD 57656 5/16/2000 5/16/2004 \$5,519.00 \$5,519.00 \$270:00 \$1.843.08 ^ \$1.843.08 2.058.16 N/A 2.058.16 288 6SD17020 4 vest SD 5/17/2000 5/17/2004 \$5,519,00 \$5,519,00 \$270.00 \$1,846.67 \$1,846.67 5,850.14 2,058.16 N/A Highmore 57345 N/A N/A 1.907.85 1.907.85 \$1,646,55 \$1,646,55 3,360,20 1,907.85 5/17/2000 5/17/2006 \$3,170,00 \$3,170.00 \$270.00 289 6SD46642 6 year Highmore SD 57345 1 3,360.20 1,619,37 N/A N/A 1 619 37 1 619 37 290 6SD68130 5 year Clearfield SD 57580 5/18/2000 5/18/2005 \$3,170.00 \$3,170.00 \$270.00 \$1,397.59 o \$1,397.59 3,360.20 1,912,45 N/A 1,912.45 1,912.45 291 6SD49819 6 year Hermosa SD 57744 5/20/2000 5/20/2006 \$3,170.00 \$3,170,00 \$270,00 \$1,650,52 \$1,650.52 N/A \$1,651.85 \$1,651.85 3.360.20 1 913 98 N/A N/A 1,913,98 1,913.98 5/21/2006 \$270.00 292 6SD02070 6 year Ree Heights SD 57371 5/21/2000 1 \$3,170,00 \$3,170,00 1252.64 1 252 64 293 6SD24420 6 year Eagle Butte SD 57625 5/22/2000 5/22/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,653.17 \$662.87 3,360.20 1,915.51 1.252.64 N/A 5/23/2006 \$3,170.00 \$1,654.50 \$1.654,50 3,360,20 1,917.05 N/A N/A 1.917.05 1.917.05 SD 57657 5/23/2000 \$3,170,00 \$270.00 294 6SD08046 6 year Trail City 3.360.20 N/A N/A 1 927 78 1.927.78 295 6SD02571 6 year Hurley SD 57036 5/30/2000 5/30/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,663.76 \$1,663.76 1.927.78 \$1,669.06 3.360.20 1.933.92 N/A N/A 1.933.92 1.933.92 6/3/2000 6/3/2006 \$3,170.00 \$3,170,00 \$270.00 \$1,669.06 206 65004250 6 4821 Mcl aughlin SD 57642 13 440 80 8.571.40 N/A N/A 8.571.40 8,571,40 \$270.00 \$7.914.05 \$7.914.05 297 6SD32517 7 year association Frankfort SD 57440 6/7/2000 6/7/2007 4 \$3,170.00 \$12,680.00 \$3,170.00 \$270.00 \$1,674.35 \$1,674.35 3,360.20 1,940.05 N/A N/A 1,940.05 1.940.05 298 6SD48845 6 year Highmore SD 57345 6/7/2000 6/7/2006 \$3,170.00 299 6SD19760 4 year SD 57718 6/13/2000 6/13/2004 \$5,519,00 \$5,519,00 \$270.00 \$1,943,67 \$3,224.48 5,850,14 2.166.27 -1.058.21 N/A N/A 0.00 Black Hawk 1 2.166.27 2.166,27 2,166.27 \$1,943.67 5.850.14 N/A 300 6SD30814 4 year Yankton SD 57078 6/13/2000 6/13/2004 \$5,519.00 \$5,519.00 \$270.00 \$1,943,67 N/A \$1,682.29 \$771.64 3.360.20 1.949.25 1.177.61 1177.61 N/A 1,177,61 301 6SD71429 6 year SD 6/13/2000 6/13/2006 \$3,170.00 \$3,170.00 \$270.00 Selhy 57472 \$3,675,00 \$270.00 \$1,976,80 \$1,976,80 3,895.50 2,261.56 N/A N/A 2,261.56 2,261.56 6/14/2000 6/14/2006 \$3,675,00 302 6SD23986 6 year association Onida SD 57564 303 6SD77002 6 year Alpena SD 57312 6/15/2000 6/15/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,684.94 \$1,684.94 3,360.20 1,952.32 N/A N/A 1,952.32 1.952.32 304 6SD12699 4 year SD 6/29/2000 6/29/2004 \$5,519.00 \$5,519,00 \$270.00 \$2,001.16 \$2,967.12 5.850.14 2,230.34 -736.78 N/A N/A 0.00 McLaughlin 57642 \$5,519,00 \$2 759 88 5 850 14 2 254 37 -505 51 N/A N/A 0.00 7/5/2004 \$5,519,00 \$270.00 \$2 022 72 305 6SD26697 4 year Gettysburg SD 57442 7/5/2000 SD 7/7/2006 \$3,170,00 \$3,170,00 \$270.00 \$1,714,06 \$1,585,88 3.360.20 1.986.06 400.18 400.18 N/A 400.18 306 6SD19062 6 year Mobridge 57601 7/7/2000 4.364.58 307 6SD25711 7 year association SD 57438 7/7/2000 7/7/2007 2 \$3,170,00 \$6,340.00 \$270.00 \$3,942.18 \$3,942.18 6,720.40 4,364.58 N/A N/A 4,364.58 Faulkton 409.80 \$1,714.06 409.80 409 8 308 6SD85664 6 year SD 7/7/2000 7/7/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,576.26 3.360.20 1.986.06 N/A White Horse 57661 \$5,577.00 \$2,055,96 5.911.62 2.290.20 2.290.20 2290.2 N/A 2,290,20 309 6SD84812 4 year Gettyshura SD 57442 7/8/2000 7/8/2004 \$5,577.00 \$270.00 \$0.00 7/12/2004 \$2,047.86 5 850 14 2 282 40 2.282.40 2282.4 N/A 2,282.40 7/12/2000 \$5,519,00 \$5,519.00 \$270.00 \$0.00 310 6SD26232 4 year Ріепе SD 57501 2.282.40 311 6SD32670 4 year Ferney SD 57439 7/12/2000 7/12/2004 \$5,519.00 \$5,519.00 \$270.00 \$2,047.86 \$2,047,86 5.850.14 2,282,40 N/A N/A 2.282.40 312 6SD69930 4 year SD 7/12/2000 7/12/2004 \$5,519.00 \$5,519.00 \$270.00 \$2,047.86 \$2,047,86 5,850.14 2,282,40 N/A N/A 2,282.40 2.282.40 Timber Lake 57656 313 6SD51998 6 year SD 57523 7/13/2000 7/13/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,722.00 \$1,585.44 3,360.20 1.995.26 409.82 409.82 N/A 409.82 Burke 314 6SD21097 6 year SD 7/14/2000 7/14/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,723.32 \$1,593.33 3,360.20 1,996.80 403.47 403.47 N/A 403.47 Murrio 57559 315 6SD09266 6 year Aberdeen SD 57401 7/16/2000 7/16/2006 \$3,170.00 \$3,170.00 \$270,00 \$1,725,97 \$1,725.97 3,360.20 1.999.86 N/A N/A 1.999.86 1 999 86 \$3,170.00 \$1,725.97 \$1,697.43 3.360.20 302.43 302.43 302,43 316 6SD82323 6 year Wessington SD 57381 7/16/2000 7/16/2006 \$3,170.00 \$270.00 1.999.86 N/A \$3,170,00 \$3 170 00 \$270.00 \$1,727.29 3 360 20 2 001 40 N/A 2,001.40 7/17/2006 50.00 2 001 40 2001 4 317 6SD37579 6 year Onida SD 57564 7/17/2000 7/17/2006 \$3,170,00 \$3,170,00 \$270.00 \$1,727.29 \$1,560,26 3.360.20 2.001.40 441.14 441.14 N/A 441.14 318 6SD47381 6 year Langford SD 57454 7/17/2000 7/17/2000 7/17/2006 \$3,675.00 \$3,675,00 \$270.00 \$2,028.08 \$2,300,82 3.895.50 2,320,23 19.41 19.41 N/A 19.41 319 6SD71902 6 year association SD 57532 Fort Pierre 1 320 6SD11768 6 year association SD 57651 7/19/2000 7/19/2006 2 \$3,675.00 \$7,350.00 \$270.00 \$4,223.44 \$3,712,10 7,791.00 4,647.58 935.48 935.48 N/A 935 48 321 6SD46896 5 year \$1,496.06 1,733.47 1.733.47 7/19/2005 \$3,170.00 \$3,170.00 \$270.00 \$0.00 3,360.20 1,733.47 1733.47 N/A Mission SD 57555 7/19/2000 \$5,519.00 \$5,519.00 \$270.00 \$2,073,01 \$2,933,80 N/A 0.00 7/19/2004 5 850 14 2 310 42 -623 38 N/A 322 6SD51801 4 year Mobridge SD 57601 7/19/2000 1 7/19/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,729.94 \$0.00 3,360,20 2.004.46 2.004.46 2004.46 N/A 2,004,46 323 6SD85627 6 year Pierre SD 57501 7/19/2000 324 6SD97658 6 year White River SD 57579 7/19/2000 7/19/2006 \$3,170.00 \$3,170.00 \$270.00 \$1,729.94 \$1,729.94 3,360.20 2,004.46 N/A N/A 2,004.46 2.004.46

S&S Communications, Inc. Account#	List of South Dakota prepaid contracts	a prepaid	contracts	As Of.	As Of. 12/20/2002									STAFF WORK with sales tax					
																			TOTAL
Cust						How	ļ				1	,	"Uneamed"	Total Control		Difference At between of A		Uneamed Revenue for Non	AMOUNT
coun				Contract		contr	received per	Total	Equiprinent	"Uneamed"	Abendeen d [note		Financed	by S&S with	Staff Calculated Uneamed Income	<u>. </u>			Bond
Account#	Cify	State	Zipcode	Date	Date	acts	contract	Received	Charges	Amount	Finance	=	Contracts	Sales Tax	(all Customers)	Ravenue	Bond)		Calculation
326 6SD67197 6 year association		8 8	57071	7/20/2000	7/20/2006		\$3,170.00	\$3,170.00	\$270.00	\$2,053.64	\$2,132.07	_ •		3,932.60	2,347.71	215.64	215.64	Y Y	215.64
65062604	_	S	57752	7/21/2000	7/21/2006	-	\$3,170.00	\$3,170.00	\$270.00	\$1,732.59	\$0.00	4 -	,	3,360.20	2,007.53	2,007.53	2007.53	N/A	2,007.53
65005714	Geddes	S	57342	7/26/2000	7/26/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,739.21	\$2,031.28	4	1	3,360,20	2,015.20	-16.08	Ϋ́ E	A/N	0.00
329 65D75915 6 year	Rapid City	8 8	57701	8/1/2000	8/1/2006	 .	\$3,170.00	\$3,170.00	\$270.00	\$1,747.15	C1 487 B3	4	\$1,747.15	3,360.20	2,024.40	539 64	539 64	2,024.40 N/A	2,024.40
	Gettysburg	8 8	57442	8/8/2000	8/8/2004		\$5.519.00	55.519.00	\$270.00	52.144.87	Ca. /a+,14	-	\$2.144.87	5,850,14	2,390,51	A/N	A/N	2,390.51	2,390.51
68005580	Mobridge	SDS	57601-0128	8/14/2000	8/14/2004	6	\$5,519.00	\$27,595.00	\$270.00	\$11,277.87	\$18,021.00	<u>.</u>		29,250.70	12,072.67	-5,948.33	N/A	N/A	0.00
65D29778	Mobridge	S	57601	8/15/2000	8/15/2004	2	\$5,519.00	\$11,038.00	\$270.00	\$4,451.66	\$5,759.69			11,700.28	4,837.08	-922.61	N/A	A/N:	0.00
334 6SD69274 6 year	Utica Timber late	8 8	57067	8/15/2000	8/15/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,765.68	\$1,654.95	-	C1 768 37	3,360.20	2,045.87	390.92	390.92 N/A	N/A	390.92
6SD27304	Seneca	8 8	57473	8/24/2000	8/24/2006		\$3,170.00	53.170.00	\$270.00	\$1,777.59	\$1.726.44	4	20.007,14	3,360,20	2,059,68	333.24	333.24	A/N	333.24
6SD48943	Hosmer	S	57448	8/31/2000	8/31/2006	-	\$3,170.00	\$3,170.00	\$270.00	\$1,786.86			\$1,785.86	3,360.20	2,070.41	NA	N/A	2,070.41	2,070.41
6SD55331		SD	57045	8/31/2000	8/31/2004	-	\$5,519.00	\$5,519.00	\$270.00	\$2,227.50			\$2,227.50	5,850.14	2,482.61	N/A	A/A	2,482.61	2,482,61
6SD49109		S	57532	9/1/2000	9/1/2006	Ν.	\$3,675.00	\$7,350.00	\$270.00	\$4,365.62	!		\$4,365.62	7,791.00	4,804.04	Y/Z	V.	4,804.04	4,804.04
340 6SD21943 4 year	Mobridge	8 8	57601	9/2/2000	9/2/2004	. ,	\$5,519.00	\$5,519.00	\$270.00	\$2,234.69	\$3,026.75	_	£4 780 ED	5,850.14	2,490.61	-536.14	¥ \$	N/A	0.00
68049609	Eagle Buffe	9 6	57625	9/6/2000	9/6/2006	- +-	\$3,170,00	\$3,170,00	\$270.00	51 794.80	\$887.10		70000	3.360.20	2,079,61	1,192,51	1192.51	Z,U,2.40	1 192 51
6SD49776	Timber Lake	S	57656	9/6/2000	9/6/2006	-	\$3,170.00	\$3,170.00	\$270.00	\$1,794.80	\$1,711.70			3,360.20	2,079.61	367.91	367.91	N/A	367.91
68022109		S	57450	9/16/2000	9/16/2004	-	\$5,519.00	\$5,519.00	\$270.00	\$2,284.99	\$2,938.71	۱4		5,850.14	2,546.67	-392.04	N/A	N/A	0.00
6SD48252		SD 5	57356-6730	9/16/2000	9/16/2007	S	\$3,170.00	\$15,850.00	\$270.00	\$10,551.24			\$10,551.24	16,801.00	11,378.14	N/A	N/A	11,378.14	11,378.14
		8	57450	9/16/2000	9/16/2006	μ,	\$3,170.00	\$3,170.00	\$270.00	\$1,808.03	\$1,732.46	4-	!	3,360.20	2,094.95	362.49	362.49	Y/A	362.49
348 GSD50443 6 vear	Aven	3 6	57315	9/18/2000	9/18/2006	- +-	53,710.00	53 170 00	\$270.00	\$2,147.84	\$1,854.50		\$2,147.84	3,932,50	2,455.41	N/A 243.52	AM 243.52	2,455.41 N/A	2435.41
6SD22276	Stockholm	8 8	57264	9/21/2000	9/21/2004	٠ ٨	\$5,519.00	\$11,038.00	\$270.00	\$4,724.36		-	\$4,724,36	11,700.28	5,133.39	N/A	N/A	5,133,39	5,133,39
6SD52112	-	S	57481	9/21/2000	9/21/2007	-	\$3,170.00	\$3,170.00	\$270.00	\$1,969.64			\$1,969.64	3,360.20	2,282.20	N/A	NA	2,282.20	2,282.20
62050609	Seneca	S (57473	9/26/2000	9/26/2006	-	\$3,170.00	\$3,170.00	\$270.00	\$1,821.27	\$1,713.54	٠		3,360,20	2,110.29	396.75	396.75	Y/N	396.75
353 65050478 4 year	Mohidae	3 6	5/568	10/2/2000	10/2/2005		\$3,170.00	\$3,170.00	\$270.00	\$1,822.59	80.c0/ L\$		TN CNF C3	3,350.20	2,111.82	406.74 N/A	406.74 N/A	N/A 2 610 74	405.74 2 610 74
6SD05099.	Bowdle	8 8	57428	10/4/2000	10/4/2004	- 2	\$5,519.00	\$11,038.00	\$270.00	\$4,820.17	\$0.00	-	17.740.74	11,700.28	5,237,50	5,237,50	5237.5	4/N	5,237.50
6SD81095	Watertown	SD	57201	10/5/2000	10/5/2004	r)		\$27,595.00		\$12,250.43			\$12,250.43	29,250.70	13,113.76	N/A	N/A	13,113.76	13,113.76
356 6SD22776 4 year	Parker	ន	57053	10/12/2000 10/12/200	10/12/2004	. .		\$5,519.00	\$270.00	\$2,378.40	2000	4	\$2,378.40	5,850.14	2,650.78	N/A	A S	2,650.78	2,650.78
	Pine Ridge	S	57770	10/14/2000	10/14/2004		\$5,519,00	\$5.519.00	\$270.00	\$2,385,58	\$3,469.16	- 4-		5.850.14	2,658.79	-828.31	X X	Z Z	00.0
6SD51109	Ludlow	SD	57755	10/16/2000	10/16/2006	-	\$3,170.00	\$3,170.00	\$270.00	\$1,847.74	\$1,834.55	4		3,360.20	2,140.96	306.41	306.41	N/A	306.41
360 6SD51276 6 year	Hoven	8 8	57450	10/18/2000 10/18/2006	10/18/2006	- +	\$3,170.00	\$3,170.00	\$270.00	\$1,850.39	\$1,808.09	.		3,360.20	2,144.03	335.94	335.94	δ/S	335.94
	Chamberlain	8 8	57325	10/23/2000	10/23/2006		\$3,170.00	\$3,170,00	\$270.00	\$1,857.01	42,000.00	-	\$1,857.01	3,350.20	2,151,69	N/A	N N	2.151.69	2.151.69
6SD51609	-	SD	57580		10/23/2006	7	\$3,895.00	\$7,790.00	\$270.00	\$4,815.41			\$4,815.41	8,257.40	5,287.60	NA	N/A	5,287.60	5,287.60
6SD51776	_	S	57580		10/23/2006	Ψ,	\$3,675.00	\$3,675.00	\$270.00	\$2,180.38	\$0.00	•		3,895.50	2,494.47	2,494.47	2494.47	N/A	2,494.47
365 65051943 6 year	Hoven Timber I aka	8 8	57450	10/25/2000	10/22/22/01		\$3,170.00	\$3,170.00	\$270.00	\$1,859.65	\$1,944.80		20 75	3,360.20	2,154.76	209.96	209.96	A/N/A	209.96
6505276	Rowdle	9 5	57428		11/1/2006		\$3 170 00	53 170 00	\$270.00	S1 868 92	\$1 700 33	4	Co.+00.14	3,300.20	2 155 50	74F 17	10/A	Z, 100.30	366 17
6SD52443	Dupree	8 8	57623	11/7/2000	11/7/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,876.86	\$0.00	- 4-		3,360.20	2,174.70	2,174.70	2174.7	Z Z	2,174.70
6SD23443	McLaughlin	SD	57642	11/8/2000	11/8/2004	-	\$5,519.00	\$5,519.00	\$270.00	\$2,475.40	\$3,022.95	<u>_</u>		5,850.14	2,758.90	-264.05	N/A	N/A	0.00
62052609		SD	57501		11/9/2006	-	\$3,170.00	\$3,170.00	\$270.00	\$1,879.51			\$1,879.51	3,360.20	2,177.77	N/A	ΝA	2,177.77	2,177.77
377 Genzoont 6 veer association	Doow -	3 5	5/585	11/10/2000	11/10/2004	N T	\$5,519.00	00.88.00,114	\$270.00	\$5,092.87			\$5,092.87	11,700.28	5,533.81	Y :	Y :	5,533.81	5,533.81
373 6SD34436 6 year	Mitchell	3 6	57301		11/16/2006		\$1,170,00	\$1,837,65	\$270.00	\$1,004.00			\$1,884.80	3,350.20	2,183.90	A N	N/A	2,183.90 1 268 67	1 268 67
6SD52943	Mitchell	S	57301	11/16/2000 11/16/2006	11/16/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,888.77			\$1,888.77	3,360,20	2,188,50	Y.	Ą	2,188.50	2,188.50
62023609	Ft. Pierre	S	57532	11/21/2000	11/21/2004	-	\$5,519.00	\$5,519.00	\$270.00	\$2,522.11	!		\$2,522.11	5,850.14	2,810.95	N/A	N/A	2,810.95	2,810.95
376 6SD21443 6 year	Wessington Springs	8 5	57382	12/1/2000	12/1/2006		\$3,170.00	\$3,170.00	\$270.00	\$1,908.63	\$2,145.02	-	24 742 06	3,360.20	2,211.51	66.49	66.49	N/A	66.49
378 6SD53276 6 year association		S S	57657	12/6/2000	12/6/2006		\$1,847.00	\$1,847.00	\$270.00	\$1,041.50	\$0.00	•••	cn.21 /,1¢	1,957.82	1,293.00	1,293.00	1293	5,505.12 N/A	1,293.00
ı																	1		

The color of the		S&S Communications, Inc.	List of South Dakota prepaid contracts	ata prepaid	contracts	As Of	As Of: 12/20/2002			• • • •) M	STAFF WORK with sales tax					
Column C	Column C													,						TOTAL
Column C	The control The control	Cust					How									:	Difference At-R between of AFI	Risk Portion C Financed Rev		AMOUNT acluded in
Colored 1985				å	ř	Contrac	t Expiration confi	1909			"Uneamed"	Abendeen d			by S&S with un	Staff Calculated learned Income 'all Customers'	Unearned Be	tomer (10 At- Included in Bond)		Bond
Section Communication Co	Column C	- 1		S	57555	12/21/2000	12/21/2003	55			\$1.754.46	\$2,237.64			4	1,955.39	-282.25	N/A		0.00
State Stat	Column C	6SD53443	Egan	S	57024	12/27/2000	12/27/2006 1	\$3,170.00		\$270.00	\$1,943.04	\$1,955.20	-		3,360,20	2,251.38	296,18	296.18	Y/S	296.18
Column C		62053609	Mobridge	S	57601	1/10/2001		\$3,170.00			\$1,961.57	\$2,202.67	.		3,360.20	2,272.85	70.18	70.18	K S	70.18
Column C	1811-1911-1911-1911-1911-1911-1911-1911	65024011	Wessington	8 8	57381	1/11/2001		\$1,350.00			\$32.55	\$0.00	4		1,431.00	43.13	43.13 258 84	43.13 258 84	Z Z	43.13 258.84
		55D33775	Messington	G 6	57381	1/11/2001	1/11/2003 1	\$3,170.00		\$270.00	\$32.55	45,010,04	-	\$32.55	1.431.00	43.13	N/A	A/N	43.13	43.13
State Stat	State Stat	6SD53943 7	St. Lawrence	9 8	57373	1/13/2001	1/13/2008 1	\$3.170.00		\$270.00	\$2,098,98			\$2,098.98	3,360.20	2,432.07	N/A	N/A	2,432.07	4
State Stat	No. 10.00 No.	6SD23776 4	Isabel	S	57633	1/14/2001		\$5,519.00		\$270.00	\$2,716.11	٠		\$2,716.11	5,850.14	3,027.18	N/A	N/A	3,027.18	3,027.18
Section Year Statement	State Stat	6SD44228	Miller	S	57362	1/15/2001	-	\$1,350.00		\$270.00	\$38.47			\$38.47	1,431.00	50.97	N/A	N/A	50.97	50.97
State Stat		6SD54109 7	Miller	S	57362	1/15/2001	1/15/2008 1	\$3,170.00	_	\$270.00	\$2,101.25			\$2,101.25	3,360.20	2,434.70	N/A	V/A	2,434.70	2,434.70
State Stat	State Stat	6SD54276 7	St. Lawrence	S	57373	1/15/2001	•	\$3,170.00	_	\$270.00	\$2,101.25			\$2,101.25	3,360.20	2,434.70	Ψ.	ď.	2,434.70	2,434.70
		6SD80565 2		8	57350	1/16/2001		\$1,350.00		\$270,00	\$39.95			\$39.95	1,431.00	52.93	¥ S	e s	52.93	52.93
8182-879 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		2 22 24 1 2 2		8 8	57430	1/17/2001	1/1//2008 3	\$3,170.00		\$270.00	\$6,702.25	37,020,03		\$6,702.25	10,080,50	7,311.96	725 BO	725 O	08.116,7	225.00
State Stat	State Stat	65054443	Maristana	3 6	5/638	1/19/2001	1/19/2007	53,170.00	_	\$270.00	61,975.40	\$4,000,73	- 4		3,350,20	2,200.03	382 92	382 92	Z Z	382 92
State Stat	State Commany State Commany State Commany State State Commany State Stat	65054776	Sinty Falls	8 6	57106	2/11/2001	2/11/2007	53 170 00	_	\$270.00	\$2,003,03	80.00	- 4-		3.360.20	2.321.93	2.321.93	2321.93	N/A	2.321.93
State Stat	State Stat	6SD54943	Cresbard	8 8	57435	2/16/2001	2/16/2007	\$3,170,00		\$270,00	\$2,010.54	\$2,064.50	. •		3,360.20	2,329.60	265.10	265.1	N/A	265.10
SEDENCINE SIN THAN STATES ALTERNOL SEXTON SE	State Stat	6SD55109	Sisseton	S	57262	2/20/2001	2/20/2007	\$3,170.00			\$2,015.84			\$2,015.84	3,360.20	2,335.73	ΝΆ	N/A	2,335.73	2,335.73
Standard Standard		65055276	Groton	SD	57445	2/22/2001	2/22/2007	\$3,170.00	_		\$2,018.48	\$2,226.10	<u>_</u>		3,360.20	2,338.80	112.70	112.7	N/A	112.70
State Stat	State Stat	6SD55443	Mitchell	S :	57301	3/15/2001	3/15/2007 3	\$3,170.00	_		\$6,519.87	\$0.00	-		10,080.60	7,113.01	7,113.01	7113.01	4 Z	7,113.01
	State Stat	65043477	Pierre	3 E	57460	1002/91/2		\$1,350.00			\$3.727.23			\$127.23	5,850.14	3 799 71	Y X	A/N	3 799 71	3 799 71
SEDESTION STATEM NAM STATEM SIDDERSHIP SHAME SD STATEM STATEM STATEM STATEM <td< td=""><td> Statistical Stat</td><td>6SD23943</td><td>Wamer</td><td>8 8</td><td>57479</td><td>3/21/2001</td><td></td><td>\$2,700.00</td><td></td><td></td><td>\$1,367,19</td><td></td><td></td><td>\$1,367,19</td><td>2,862,00</td><td>1,610.24</td><td>ΝΑ</td><td>N/A</td><td>1,610.24</td><td>1,610.24</td></td<>	Statistical Stat	6SD23943	Wamer	8 8	57479	3/21/2001		\$2,700.00			\$1,367,19			\$1,367,19	2,862,00	1,610.24	ΝΑ	N/A	1,610.24	1,610.24
State Stat	SECONOMINATION Stratement	6SD91327 5	Sioux Falls	S	57104	3/22/2001	3/22/2006 3	\$5,519.00	64	\$270.00	\$10,596.36			\$10,596.36	17,550.42	11,418.35	N/A	N/A	11,418.35	11,418.35
SEGNOTION VALUE	Standard Standard	62D33609	Redfield	S	57469	4/2/2001	4/2/2006 1	\$2,700.00		\$270.00	\$1,595.60			\$1,595.60	2,862.00	1,879.27	ΑN.	A/N	1,879.27	1,879.27
CROPATION B STATE ALTHOUGH B	Statistical State Statistical Statisti	65D55609 7	White River	S 6	57579	4/5/2001	4/3/2008 1	53,170.00		\$270.00	\$2,190.03			52,190.03	3,360.20	2,537,56	N/A	A N	2,537.55	2,537.35
State Camera Camera State Camera State Camera State Camera State Camera State	State Stat	6SD55776	Mobridge	8 8	57601	4/10/2001	4/10/2007 1	\$3.170.00		\$270.00	\$2,080,69			\$2,080,69	3,360,20	2,410.88	ΝΆ	Ą	2,410.88	2,410.88
Standard Standard	State Stat	6SD56276	Meadow	S	57644	4/10/2001	4/10/2007 1	\$3,170.00		\$270.00	\$2,080.69			\$2,080.69	3,360.20	2,410.88	N/A	N/A	2,410.88	2,410.88
SECONTION STATEM Continue SD STATEM	SEDECATION STATE	6SD55943 6	Canton	S	57013	4/16/2001	4/16/2007	\$3,170.00		\$270.00	\$2,088.64			\$2,088.64	3,360.20	2,420.08	A/N	Ψ.	2,420.08	2,420.08
SEGNOTION State	SECURATION STATE	6SD24109 4	Keldron	8 8	57634	4/18/2001	4/18/2005 1	\$5,850.00		\$270.00	\$3,246.41			\$3,246.41	6,201.00	3,607.70	Y S	V S	3,607.70	3,607.70
SEDECHARA System Miller SD 57722 4772001 47020007 1 53,75.00 52,708.5 50,092.05 53,092	State Stat	6SD24276	Elkton	8 8	57026	4/20/2001	4/20/2005	\$2,862.00	\$2,862.00	\$279.00	\$1.511.56			\$1,511,56	3,033,72	1.769.15	V V		1.769.15	1,769,15
SECCRATA 4 year Miller SD 57342 AZ772001 AZ77	SECONARIA Spara Highmore SD 57322 APTIZOO	6SD50943		S	57428	4/20/2001		\$3,675.03			\$2,458.58			\$2,458.58	3,895,53	2,812.75	N/A	NA	2,812.75	2,812.75
State Stat	SECTION STATE ST	6SD24443		S	57362	4/27/2001		\$5,529.00			\$3,092.05			\$3,092.05	5,860.74	3,445.84	N/A	N/A	3,445.84	3,445.84
SEDECATA Superage	Substitutivity Subs	6SD33776		8	57345	4/27/2001		\$2,700.00			\$1,628.87			\$1,628.87	2,862.00	1,918.45	δ.	Y'N	1,918.45	1,918.45
SECONDO-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	SEDICATE Superior	65D/454/		3 8	0/0/9	4/2//2001	4/2//200/ 1	\$3,675.00	\$3,675.00	\$270.00	\$2,409.44		0	\$2,469.44	3,895,50	2,823.17	¥ S	¥ X	2,825.17	2,825.17
SSD17284 Syar	SEDICITY Spar Miller SD S7362 S71200 S5,519.00 S5,	6SD36141 7		3 6	7330-5911	5/2/2001	5/2/2008	\$3.170.00		\$270.00	\$2,222,92			\$2 222 92	3.360.20	2.575.67	(A)	(A)	2.575.67	2.575.67
GSD27609 3 year Plankinton SD 57368 5711200 55,519.00 55,519.00 55,519.00 55,519.00 55,519.00 55,519.00 55,519.00 55,519.00 55,519.00 55,519.00 55,519.00 55,519.00 55,519.00 57,472.4 580.14 271.156 N/A N/A 1,477.14 SSD27760 3 7760-10 37,147.24 580.14 3,607.80 3,147.24 580.14 3,507.80 N/A N/A N/A 1,477.81 SSD27767 3 year Movinge SD 57760-10 57,170.00 </td <td>SSDEGGO Factor Factor</td> <td>6SD12784 5</td> <td>_</td> <td>8 8</td> <td>57362</td> <td>5/3/2001</td> <td></td> <td>\$5,519.00</td> <td></td> <td>\$270.00</td> <td>\$3,535.74</td> <td></td> <td></td> <td>\$3,535,74</td> <td>5,850.14</td> <td>3,940.67</td> <td>Y/A</td> <td>Ϋ́</td> <td>3,940.67</td> <td>3,940.67</td>	SSDEGGO Factor	6SD12784 5	_	8 8	57362	5/3/2001		\$5,519.00		\$270.00	\$3,535.74			\$3,535,74	5,850.14	3,940.67	Y/A	Ϋ́	3,940.67	3,940.67
SEDIDATION NAME (SDIZATION) STATION	SEXD4GN 94 year Timber Lake SD 57656-0360 \$4/47201 \$4/47204 \$4/472	6SD21609	Plankinton	S	57368	5/11/2001		\$5,519.00			\$2,432.93			\$2,432.93	5,850.14	2,711.56	N/A	ΝΑ	2,711.56	2,711.56
SEDITIVE 3 year Mobridge SD 57601-0846 ST21/2004 ST21/20	SEDECATOR 3 year Mobridge SD 57601-084 \$51712001 \$271000 \$27000 \$271000	6SD24609	Timber Lake	SD 5	7656-0350	5/14/2001	5/14/2005 1	\$5,519.00			\$3,147.24			\$3,147.24	5,850.14	3,507.68	N/A	N/A	3,507.68	3,507.68
SEDIFORMER Spinor Spi	SEDESTIGATION STATE OF SETTING STA	6SD21776	Mobridge	SD 5	7601-0848	5/21/2001	5/21/2004 1	\$2,850.00			\$1,219.38			\$1,219.38	3,021.00	1,427.81	N/A	Α/N	1,427.81	1,427.81
Westport SD 5726 574700 \$3,170.00 \$1,162.81 0 \$2,162.82 0 \$2,162.83 0 \$2,475.29 NA NA 2,475.29 RSD65776 B year Milbank SD 5722 5724200 \$2,682.00 \$2,685.91 \$2,145.63 3,350.20 2,475.29 NA NA 2,475.29 RSD65643 Byear Bowdle SD 57428 52,912.00 \$5,170.00 \$2,145.63 \$2,145.63 3,350.20 2,466.03 NA NA NA 2,466.03 RSD65643 Byear Brillip SD 57428 56,291.00 55,190.00 52,145.63 3,350.20 2,466.03 NA NA 2,466.03 RSD10044 Ayear Brillip SD 5752 61/2001 61/2006 55,190.00 52,161.46 52,261.48 0 2,475.29 NA NA 2,466.03 RSD10044 Ayear Brillip SD 5752 61/2001 61/2006 55,180.00 52,161.48 0 2,475.29 NA N	SCR04776 Syara Washport SD 57481 St220207 St3170.00	62056609	Hoven	S	57450	5/22/2001	5/22/2007 1	\$3,170.00	\$3,170.00	\$270.00	\$2,136.28			\$2,136.28	3,360.20	2,475.29	N/A	N/A	2,475.29	2,475.29
SEDSATATOR Secretary Milicark SED 57252 574200 572400 57252 574200 57252 574200 57252 574200 57252 5745.56 57250 572	State Stat	6SD56776	Westport	S	57481	5/22/2001	5/22/2007 1	\$3,170.00	\$3,170.00	\$270.00	\$2,136.28			\$2,136.28	3,360.20	2,475.29	N/A	N/A	2,475.29	2,475.29
SECTION SECT	SECTION SECT	6SD24776	Milbank	8 8	57252	5/24/2001	5/24/2005 1	\$2,852.00	\$2,852.00	\$270.00	\$1,565.81			\$1,565.81	3,023.12	1,833.32	K S	Y Y	1,833.32	1,833.32
SECTION SECT	SECTION SECT	00000043	Bowale	3 5	5/428	5/29/2001	2/29/2007	55,170,00	45,170,00 65,510,00	\$270.00	52,145.55			\$2,145.55	3,350.20	2,486.03	¥ ×	A S	2,466.03	2,480.03
SSICIOGRI 7 year Ridgeview SD 57652 6/5/2001 6/5	SECTION STATE State St	65042604	dining Blint	3 6	57522	6/1/2004	6/1/2005	\$5,519.00	55 519 00	\$270.00	53 211 91			\$3,208.32	5,850.14	3,5/5,/5	V 4/N	N/A	3,575.75	3,570.75
SSD11358 6year Faulkton SD 67438 666/2001 666/2007 1 \$3,170.00 \$3,170.00 \$2,156.14 o \$	SED11358 6 year Faulkton SD 57738 6767201 6767200 6767200	6SD10691 7	Ridgeview	8 8	57652	6/5/2001	6/5/2008	\$3,170,00	\$3,170,00	\$270.00	\$2,261.48			\$2.261.48	3.360.20	2.620.35	K K	N/A	2,620,35	2,620.35
6SD12015 4 year Timber Lake SD 57656 677/2001 677/2005 1 \$5,519.00 \$5,519.00 \$3,233.47 \$3,233.47 \$3,603.78 N/A N/A 3,603.78 6SD12046 6 year Seneca SD 57473 673/2001 613/2007 1 \$3,170.00 \$3,170.00 \$2,165.40 \$0.00 f \$3,380.20 2,509.03 2,509.03 2,509.03 N/A	6SD12015 4 year Timber Lake SD 57656 677/2001 677/2005 1 \$5,519.00 \$5,519.00 \$3,233.47 \$3,233.47 \$3,803.78 N/A N/A 3,603.78 6SD12056 6 year Seneca SD 57473 673/2001 673/2001 673/2007 1 \$3,170.00 \$2,770.00 \$	6SD11358 6	Faulkton	S	57438	6/6/2001	6/6/2007	\$3,170.00		\$270.00	\$2,156.14		0	\$2,156.14	3,360.20	2,498.30	N/A	N/A	2,498.30	2,498.30
SSI21246 6 year Seneca SD 57473 6/13/2001 6/13/2007 1 \$3,170.00 \$3,170.00 \$2,166.40 \$0.00 f 3,360.20 2,509.03 2,509.03 2509.03 NIA	6SD12046 B year Seneca SD 5/473 6/13/2001 6/13/2007 1 \$3,170.00 \$3,170.00 \$2,166.40 \$0.00 f 3,360.20 2,509.03 2,509.03 2509.03 NA NA STRO.00 \$2,716.03 c \$2,715.03 4,128.70 3,092.29 NA NA 3,092.29	6SD12015	Timber Lake	S	57656	6/7/2001	6/7/2005 1	\$5,519.00		\$270.00	\$3,233.47			\$3,233.47	5,850.14			N/A	3,603.78	3,603.78
The state of the s	SD212755 6 year association Huron SD 57350 6/18/2001 6/18/2001 1 53,895.00 53,895.00 \$2,715.03· o \$2,715.03 4,128.70 3,092.29 N/A N/A 3,092.29	6SD12046		S	57473	6/13/2001	6/13/2007	\$3,170.00	\$3,170.00	\$270.00	\$2,165.40	\$0.00		1	3,360.20			2509.03	N/A	2,509.03

S&S Communications, Inc. List of South Dakota prepaid contracts As Of: 12/20/2002

SD

SD

Timber Lake

Marion

57656

57043

4/12/2002

4/12/2002

4/12/2005

4/12/2008

\$5,519.00

\$3,170,00

\$11,038,00

\$3,170,00

485 6SD65933 3 year

486 6SD66281 6 year

with sales tax Account# TOTAL Difference At-Risk Portion Unearned AMOUNT "I Incomed" Cust How between of AFC Financed Revenue for Non Owed to Finance Amount on non-Total received included in ome many Amount Staff Calculated Principal & Customer (To AFC Customer by S&S with Unearned Income Bond Aberdeen dinote Financed Contract Expiration contr received per Total Equipment "Unearned" Reincluded in (Non AFC COLLE Calculation City State Zincode Date Date acts contract Received Charges Amount Finance Contracts Sales Tax Intl Customers Doventie Bond customers) t Account# Type of contract 2.553.51 N/Δ 2,553.51 2,553.51 \$2,203,79 3.360.20 N/A 433 6SD15004 6 year Redfield SD 57469-1112 7/12/2001 7/12/2007 \$3,170,00 \$3,170.00 \$270.00 \$2 203 79 N/A 2.564.24 2.564.24 \$2,213,05 3.360.20 2 564 24 N/A 434 6SD15795 6 year Tolstoy SD 57475 7/19/2001 7/19/2007 \$3,170.00 \$3,170.00 \$270.00 \$2,213.05 \$270.00 \$1,749.97 \$1,749.97 2.862.00 2.061.08 N/A N/A 2,061.08 2,061.08 \$2,700.00 435 6SD16534 5 year Mellette SD 57461 7/27/2001 7/27/2006 \$2,700.00 \$2,093,21 3,360.20 2.425.38 N/A N/A 2.425.38 2,425,38 6SD16606 5 year Sioux Falls SD 7/30/2006 \$3,170.00 \$3,170.00 \$270.00 \$2,093.21 0 57105 7/30/2001 2,608.72 437 6SD17438 6 year St. Lawrence SD 8/17/2001 8/17/2007 \$3,170.00 \$3,170.00 \$270.00 \$2,251,44 \$2,251,44 3,360.20 2,608.72 N/A N/A 2 608 72 57373 1 N/A 4,293.09 4,293.09 \$3,851.95 5.850.14 4.293.09 N/A \$270.00 \$3,851,95 438 6SD18290 5 year Aberdeen SD 57401-0908 8/21/2001 8/21/2006 1 \$5,519.00 \$5,519.00 2.619.45 N/A N/A 2 610 45 2 619 45 430 6SD86903 6 year St. Lawrence SD 57373 8/24/2001 8/24/2007 \$3,170.00 \$3,170.00 \$270.00 \$2,260,70 \$2,260.70 3.360.20 55 519 00 \$270.00 \$3,880.70 \$3,880,70 5.850.14 4,325.13 N/A M/A 4,325,13 4,325.13 440 6SD18486 5 year 8/31/2006 \$5,519.00 Watertown SD 57201-4195 8/31/2001 \$2,276.59 2.637.86 N/A N/A 2.637.86 2.637.86 441 6SD19102 6 year SD 57329 9/5/2001 9/5/2007 1 \$3,170,00 \$3,170.00 \$270.00 \$2,276,59 3 360 20 Dante 4.344.35 4 344 35 442 6SD19163 5 vear Aberdeen SD 57401 9/6/2001 9/6/2006 \$5,519.00 \$5,519.00 \$270.00 \$3,897.94 \$3,897.94 5.850.14 4.344.35 N/A M/A 2,639.39 N/A N/A 2,639.39 2,639.39 \$3,170.00 \$2,277.91 3.360.20 443 6SD20057 6 year SD 57106 9/6/2001 9/6/2007 \$3,170.00 \$270.00 \$2,277,91 Sioux Falls 1 3,360.20 2.639.39 N/A N/A 2.639.39 2,639,39 444 6SD66280 6 year Rapid City SD 57703 9/6/2001 9/6/2007 \$3,170.00 \$3,170.00 \$2,489,99 \$2,489,99 445 6SD26886 7 year Bath SD 57427 9/7/2001 9/7/2008 \$3,170,00 \$3,170,00 \$270.00 \$2,368.09 \$2,368.09 3,360.20 2,743.88 N/A N/A 2 743 88 2.743.88 2.506.35 \$2,163.09 3.360.20 2.506.35 N/A N/A 2,506,35 446 6SD27944 5 year 9/12/2001 9/12/2006 \$3,170.00 \$3,170.00 \$270.00 \$2 163 09 п Onaka SD 57466 2.650.13 2 650 13 447 6SD28037 6 year 2,650,13 N/Δ N/A Westnort SD 57481-6400 9/13/2001 9/13/2007 \$3,170.00 \$3,170.00 \$270.00 \$2,287.17 \$2,287.17 3 360 20 9/19/2005 \$5,519,00 \$3,607,12 \$3,607.12 5.850.14 4.020.22 N/A N/A 4.020.22 4.020.22 448 6SD29023 4 year Mohridae SD 57601-0085 9/19/2001 \$5,519.00 \$270.00 0 1 449 6SD30121 7 year Bath SD 57427 9/27/2001 9/27/2008 \$3,170.00 \$3,170.00 \$270.00 \$2,390.77 \$2,390.77 3.360.20 2,770,16 N/A N/A 2.770.16 2.770.16 450 6SD31241 6 year 9/29/2007 \$3,170.00 \$3,170.00 \$270.00 \$2,308,35 \$2,308.35 3,360,20 2,674,66 N/A N/A 2,674.66 2,674.66 Tolstov SD 57475 9/29/2001 \$3,650.23 4.068.27 4.068.27 5 850 14 4,068.27 N/A M/A 451 6SD28005 4 year Redfield SD 57469-0055 10/1/2001 10/1/2005 \$5,519.00 \$5,519.00 \$270.00 \$3,650,23 452 6SD31426 7 year Huron SD 57350 10/25/2001 10/25/2008 \$3,170,00 \$3,170.00 \$270.00 \$2,422,53 \$2,422.53 3,360.20 2,806.96 N/A N/A 2,806.96 2,806.96 453 6SD32381 7 year 10/26/2001 10/26/2008 \$3,170.00 \$3 170 00 \$270.00 \$2,423,66 \$2,423,66 3.360.20 2.808.27 N/A N/A 2.808.27 2.808.27 Watertown SD 57201 454 6SD33541 7 year 2.808.27 2 808 27 Aherdeen SD 57401 10/26/2001 10/26/2008 \$3,170.00 \$3,170,00 \$270.00 \$2,423.66 \$2,423.66 3.360.20 2,808.27 N/A N/A 455 6SD33891 5 year SD 11/6/2006 \$5.519.00 \$5.519.00 \$270.00 \$4.073.29 \$4,073,29 5.850.14 4.539.79 N/A N/A 4.539.79 4.539.79 Groton 57445 11/6/2001 4.248.46 456 6SD38820 4 year 4 248 46 N/A N/Δ 4,248,46 Aberdeen SD 57401 11/15/2001 11/15/2005 \$5,519.00 \$5,519.00 \$270.00 \$3,811.90 ٥ \$3,811.90 5.850.14 457 6SD39652 6 year SD 57039 11/16/2001 11/16/2007 \$3,170,00 \$3,170,00 \$270.00 \$2,371,88 \$2,371.88 3,360,20 2,748.28 N/A N/A 2,748.28 2,748.28 Lennox 4.264.48 N/A N/A 4.264.48 4.264.48 458 6SD40936 4 year Milhank SD 57252-0705 11/10/2001 11/10/2005 \$5,519.00 \$5.519.00 5270.00 \$3,826,27 \$3,826,27 5.850.14 12,925,57 12,925.57 459 6SD42240 4 year Pierre SD 57501 11/30/2001 11/30/2005 3 \$5,519.00 \$16,557.00 \$270.00 \$11,995.08 \$11,995.08 17,550.42 12,925.57 N/A N/A 13,406.07 13,406.07 460 6SD42825 4 year SD 1/9/2006 \$5.519.00 \$16,557,00 \$270.00 \$12,440,99 \$12,440,99 17,550,42 13,406.07 N/A N/A Huron 57350 1/9/2002 3 461 6SD43134 4 year \$4,009,50 5.850.14 4 468 69 N/A N/A 4.468.69 4.468.69 Aberdeen SD 57402-1540 1/9/2002 1/9/2006 1 \$5,519,00 \$5,519,00 \$270.00 \$4,009.50 462 6SD43476 4 year Huron SD 57350 1/18/2002 1/18/2006 3 \$5,519.00 \$16,557.00 \$12,749.23 \$12,749.23 17,550.42 13,514.18 N/A N/A 13,514.18 13,514.18 463 6SD43565 3 year 2/15/2005 \$41,803.00 \$30.055.44 \$30,700,39 44.311.18 31.858.77 1.158.38 1158.38 N/A 1,158.38 Mitchell SD 57301-1400 2/15/2002 \$41,803,00 4,232.81 4,232.81 A 232 R1 2/20/2002 \$3,797.86 464 6SD44147 3 year Aberdeen SD 57402-1930 2/20/2005 \$5,519.00 \$5,519.00 \$270.00 \$3,797.86 5.850.14 N/A N/A 465 6SD44823 6 year SD 57501 2/22/2002 2/22/2008 \$3,170.00 \$3,170.00 \$270,00 \$2,501.60 \$2,501,60 3.360.20 2,898.58 N/A N/A 2,898.58 2,898.58 Pierre 2/22/2007 \$3,170,00 52 647 45 \$2 847 45 3 360 20 2.806.30 N/A N/A 2.806.30 2.806.30 466 6SD44910 5 year Selby SD 57472 2/22/2002 \$3,170,00 2.828.38 467 6SD45504 5 year Highmore SD 57345 3/6/2002 3/6/2007 \$3,170.00 \$3,170.00 \$2,668.29 \$2,668.29 3,360.20 2,828.38 N/A N/A 2.828.38 N/A 3,390,79 468 6SD46018 6 year association SD 57471 3/11/2002 3/11/2008 \$3,675,00 \$3,675.00 \$270.00 \$2,963.84 \$2,963.84 3,895.50 3,390.79 N/A 3.390.79 Roscoe 3/11/2005 \$5,519.00 \$5.519.00 \$270.00 \$3,888,86 5.850.14 4 334 23 N/A N/A 4.334.23 4 334 23 469 6SD46190 3 year Watertown SD 57201 3/11/2002 \$3,888,86 470 6SD46276 5 year 3/12/2007 \$5,519.00 \$5,519.00 \$4,663.65 \$4,663.65 5,850.14 4,943.46 N/A N/A 4,943.46 4,943.46 Chamberlain SD 57325 3/12/2002 471 6SD21975 3 year SD 57369 3/13/2002 3/13/2005 2 \$5,519,00 \$11,038,00 \$270.00 \$7,997,40 \$7 997 An 11,700,28 8.689.81 N/A N/A 8.689.81 8.689.81 Platte 472 6SD51945 5 year Winner SD 57580-0350 3/13/2002 3/13/2007 \$5,519.00 \$5,519.00 \$4,666.67 \$4,666.67 5,850.14 4,946.67 N/A N/A 4,946.67 4,946.67 473 6SD52597 5 year 3/14/2002 3/14/2007 \$5,519.00 \$5,519.00 \$4,669.69 \$4,669,69 5,850,14 4,949.87 N/A N/A 4,949.87 4,949.87 Chambedain SD 57325 474 6SD38357 5 year 3/21/2007 \$270.00 \$4,461,36 4,972.30 Winner SD 57580 3/21/2002 \$5.519.00 \$5.519.00 \$4,461,36 5.850.14 4.972.30 N/A N/A 4,972.30 475 6SD53335 4 year 3/21/2006 \$5,519.00 \$5,519.00 \$4,483.95 5,850.14 N/A N/A 4,752.99 McLaughlin SD 57642 3/21/2002 \$4,483.95 4.752.99 4.752.99 476 6SD54077 5 year 3/29/2002 3/29/2007 \$3 170 00 \$3 170 00 \$2,708.21 3 360 20 2 870 71 N/A 2 870 71 2 870 71 McLaughlin SD 57642 \$2,708,21 N/A 0 477 6SD54431 6 year SD 4/1/2002 4/1/2008 \$3,170.00 \$3,170.00 \$2,789.66 \$2,789.66 3,360.20 2,957.04 N/A N/A 2,957.04 2,957.04 Columbia 57433 478 6SD54825 6 year Selhy SD 57472 4/8/2002 4/8/2008 \$3,170,00 \$3,170,00 \$2,799,78 \$2,799,78 3.360.20 2.967.77 N/A N/A 2.967.77 2.967.77 \$270.00 \$4,332.85 479 6SD54903 4 year Huron SD 57350 4/9/2002 4/9/2006 \$5,519.00 \$5,519.00 \$4,332.85 5,850.14 4,829.07 N/A N/A 4,829.07 4.829.07 \$4,332.85 480 6SD55578 4 year Miller SD 4/9/2002 4/9/2006 \$5,519.00 \$5,519.00 \$270.00 \$4,332.85 5.850.14 4,829.07 N/A N/A 4,829,07 4.829.07 57362 1 \$18,222.90 4/9/2006 \$5.519.00 \$22,076,00 \$18,222,90 19,316.27 19.316.27 481 6SD56074 4 year Highmore SD 57345 4/9/2002 4 23,400.56 19,316,27 N/A N/A 482 6SD61787 4 year SD 5 7501-2870 4/9/2002 4/9/2006 2 \$5,519.00 \$11,038.00 \$270.00 \$8,888.57 \$8,888,57 11,700.28 9.658.14 -N/A N/A 9,658.14 9,658.14 Pierre 483 6SD62587 3 year Rapid City 4/10/2005 \$5,519.00 \$5,519,00 \$4,032,53 5,850.14 4.494.36 4,494,36 SD 57709 4/10/2002 \$270.00 \$4,032,53 4 494 36 N/A N/A 484 6SD65902 6 year Vermillion SD 57069 4/11/2002 4/11/2008 \$3,170.00 \$3,170.00 \$2,804,12 \$2,804.12 3,360.20 2,972.37 N/A N/A 2,972.37 2,972.37

STAFF WORK

\$270.00

\$8,500.07

\$2,566.61

\$8,500.07

\$2,566.61

11,700,28

3,360.20

9,010.07

2,973.90

N/A

N/A

N/A

N/A

9,010.07

2,973.90

9.010.07

2,973,90

S&S Communications, Inc.	ations, Inc.	List of South Dakota prepaid contracts	epaid contracts	As Of.	As Of. 12/20/2002				-				STAFF WORK					
Account#													Val Calco					TOTAL
Cust					Ξ	How					Owed to Finance	"Uneamed"	Total received		Difference At-Risk Portion between of AFC Financed		<u>.</u>	AMOUNT Included in
coun				Contract	Expiration		received per	ш	Equipment		d [note		by S&S with	Unearned Income	Unearned Be Included in			Bond
Account#	Type of contract		State Zipcode	-	<u>.,</u>	acts	contract	-	Charges	Amount	Finance 1j	Contracts	5 850 14	(all customers)	N/A	N/A	5.078.02	5.078.02
487 6SD66660 5 year	ar ar	Pierre	SD 57501-0729	4/23/2002	4/23/2007	- 6	519.00	\$11,038.00	\$270.00	\$9,352.71		\$9,352.71	11,700.28	10,162.46	N/A	N/A	10,162.46	10,162.46
	, h	Chamberlain	SD 57325		4/25/2007	-			į	\$4,796.63		\$4,796.63	5,850.14	5,084.43	NA	¥.	5,084.43	5,084.43
6SD67534	in in	Tyndall			4/26/2007	-	\$5,519.00	\$5,519.00		\$4,799.66		\$4,799.66	5,850.14	5,087.64	W.	¥ S	5,087.64	5,087.64
6SD69Z29	ᆲ	Hitchcock			5/3/2007	F .		3,170.00	5	\$2,768.98		\$2,768.98	3,360.20	2,985.11	N N	K K	2,935,11	2,935,11
6SD69230	ja j	Miller	SD 57362	5/3/2002	5/3/2007		\$3,170.00	\$3,170,00		\$2,535.15		\$2,595.71	3,360.20	3,007.62	ΝΑ	N/A	3,007.62	3,007.62
493 650,09923 0 year		Corsica	57326		5/8/2006	- 2	-			\$9,330.55		\$9,330.55	11,700.28	9,890.38	N/A	N/A	9,890.38	9,890.38
6207050	3 0	Huron	SD 57350	5/14/2002	5/14/2006		\$5,519.00		\$270.00	\$4,458.60		\$4,458.60	5,850.14	4,969.22	N/A	ΑN	4,969.22	4,969.22
65070620		Aberdeen		5/15/2002	5/15/2006	1		\$5,519.00	\$270.00	\$4,462.19		\$4,462.19	5,850.14	4,973,22	N/A	¥.	4,973.22	4,973.22
	ar	Milbank			5/15/2006					\$4,691.72		\$4,691.72	5,850.14	4,973.22	¥ ×	¥ \$	4,9/3.22 6.055.10	4,973.22 6,055.40
6SD70924	ar	Pierre	57501		5/17/2008	2 .		_	\$270.00	\$5,469.09		\$5,469.09	9,720.40	9,055.10	¥ 9/2	¥ 4	3,033,10	3,022,10
6SD71171		Huron	SD 57350	5/17/2002	5/1 //2008		\$3,170.00	\$3,170.00	Ī	\$2,512.91 512 136 61		\$2,012.91	15 050 48	12.864.80	Y Y	¥ X	12.864.80	12,864.80
500 65D/1320 4 year		Worthing			5/21/2008			4,200.00	, 00.0703	\$4.483.75		\$4.483.75	5.850.14	4.997.24	Ą	¥	4,997.24	4,997.24
	, i	Mohridae	SD 57601		5/21/2007			\$5.519.00		\$4,875,22	0	\$4,875.22	5,850.14	5,167.73	N/A	Ν	5,167.73	5,167.73
65072025	i le	Milbank			5/22/2006			18,689.00		\$7,428.17		\$7,428.17	9,210.34	7,873.86	ΝΆ	Y/A	7,873.86	7,873.86
6SD72579		Onida			5/22/2007	-		3,170.00		\$2,801.96		\$2,801.96	3,360.20	2,970.08	N/A	ΑN	2,970.08	2,970.08
6SD72639	ar	Selby			5/22/2007	1.		\$3,170.00		\$2,801.96		\$2,801.96	3,360.20	2,970.08	A/N	¥.	2,970.08	2,970.08
6SD72670	ar	Montrose		5/24/2002	5/24/2008			\$3,170.00		\$2,866.30	0	\$2,866.30	3,360.20	3,038.28	W.W	K X	3,038.28	3,U38.28 5 186 05
6SD53414	ar	Chamberlain	.SD 57325		5/27/2007			\$5,519.00		\$4,893.35		\$4,893.35	11 700 28	5, 180.95 10.050.55	Y Y	Z Z	10.050.55	10,050,55
500 65072545 4 year		Madison	SP 57042-3220		5/29/2006	3 6		5 5 19 00		\$4.744.60		\$4.744.60	5,850.14	5,029,28	Ą	Ą	5,029.28	5,029.28
6SD76961		¥	SD 57718		6/28/2008			\$3,170.00		\$2,916.92		\$2,916.92	3,360.20	3,091.94	N/A	ΑN	3,091.94	3,091.94
6SD41937	# i		SD 57301-4000		7/1/2007	-		5,519.00		\$4,999.14		\$4,999.14	5,850.14	5,299.09	N/A	ΝΆ	5,299.09	5,299.09
6SD48697	ar		SD 57564		7/1/2006	- 55		5,519.00		\$4,869.26	•	\$4,869.26	5,850.14	5,161.42	A/N	¥.	5,161.42	5,161.42
6SD49126 4	ar	Onida	SD 57564		7/1/2006			5,519.00		\$4,869.26		\$4,869.26	5,850.14	5,161.42	Υ/N	¥ :	5,161.42	5,161.42
6SD49702 4	te .	Onida			7/1/2006			\$5,519.00		\$4,869.26		\$4,869.26	5,850.14	5,161.42	e e	K W	5,161.42 5,161.42	5,101.42
515 6SD55845 4 year	h :	Milbank	SU 5/252	2002/1//	7/2006	- r		5,519.00	•	\$4,009.20 \$13 988 85		\$13,988.85	17.550.42	14.828.18	V A	S S	14,828.18	14,828.18
	. H	Philin	SD 57567		7/3/2006			5,519.00		\$4,876.82		\$4,876.82	5,850.14	5,169.43	NA	ΑN	5,169.43	5,169.43
מויי	; h	Platte	5736		7/8/2007			\$5,519.00		\$5,020.30		\$5,020.30	5,850.14	5,321.51	N/A	N/A	5,321.51	5,321.51
6SD53228 4	100	Winner	SD 57580		7/8/2006	1 58		8,689.00		\$7,707.70		\$7,707.70	9,210,34	8,170.16	NA	N/A	8,170.16	8,170.16
6SD75445 6	ם	Herreid		7/8/2002	7/8/2008	E :		3,170.00		\$2,931.38		\$2,931.38	3,360.20	3,107.27	A S	¥ ×	3,107.27	3,107.27
521 6SD78166 4 year	in :	Wessington Springs	SD 57382	7/8/2002	7//8/2006		\$5,519.00	\$5,519.00		\$4,895.70 \$2 885 29	c	\$2,885.70	3,850.70	3.058.41	X X	X X	3.058.41	3,058.41
	,		SD 57104-0254	_	7/12/2006	- 9		3,114,00	υ,	529.464.89	1	\$29,464,89	35,100.84	31,232,78	NA	¥.		31,232.78
6SD12584	# i	E	SD 57249		7/14/2006	- F		5,519.00		\$4,918.37	\$0.00 f		5,850.14	5,213.47		5213.47		5,213.47
6SD49109	6 year association	Ft. Pierre	SD 57532	, -	7/15/2008	2 \$3		7,350.00		\$6,820.21		\$6,820.21	7,791.00	7,229.42	N/A	¥.	7,229.42	7,229.42
6SD24791	ar	Mitchell	SD 57301		7/18/2006			\$8,219.00		\$7,347.03		\$7,347.03	8,712.14	7,787.85	e s	Y X	7,787.85	69'./8/'/
6SD32174	퍠	Gettysburg	SD 57442-0125	2002/61//	1719/2006	2 		00.816,6		44,937.20		24,337.20	2,030.14	9,233.49	K/N	Z V	9,233.43	8 017 03
528 55D55255 3 year	# #	Materiolia	SD 57204	8/1/2002	8/1/2005	- 1		\$7,213.00		\$6.285.05		\$6.285.05	7.545.78	6,662.15	Z X	¥ ×	6,662.15	6.662.15
6SD46515 4	a 1=	Sioux Falls		8/1/2002	8/1/2006			5,519.00		\$4,986.37		\$4,986.37	5,850.14	5,285.55	N/A	N/A	5,285.55	5,285.55
65101215	; ⊨	Hiron		8/2/2002	8/2/2005	- 25		\$2,700,00		\$2,355.11		\$2,355,11	2,862,00	2,496.42	N/A	ΝΆ	2,496.42	2,496.42
6SD20610	: 1=	Webster	5727	8/9/2002	8/9/2006	1		\$5,519.00		\$5,016.59		\$5,016.59	5,850.14	5,317.58	N/A	ΝΑ	5,317.58	5,317.58
6SD33999 4	JE.	Milbank	SD 57252	8/9/2002	8/9/2006	45		5,519.00		\$5,016.59		\$5,016.59	5,850.14	5,317,58	N/A	N/A	5,317.58	5,317.58
6SD74214	. JE	Flandreau		8/14/2002	8/14/2006	53		\$5,519.00		\$5,035.47		\$5,035.47	5,850.14	5,337.60	A/A	¥.	5,337.60	5,337.60
6SD27864	껾	Brookings		8/15/2002	8/15/2006			5,519.00		\$5,039.25		\$5,039.25	5,850.14	7,341.6	Z Z	¥ ×	5,341.61	10,195,0
536 6SD70839 5 year	E !	Eagle Bufte	SD 57625	8/16/2002	8/16/2007		\$5.519.00	\$3,170.00		\$5,951.25		\$5,058.14	5.850.14	5.361.63	N/A	Z N V	5,361,63	5,361,63
	a 1	Webster		8/29/2002	8/29/2006			\$5,519.00		\$5,092.14		\$5,092.14	5,850.14	5,397.67	N/A	N/A		5,397.67
6SD33684	i =	Mobridge	SD 57601	9/3/2002	9/3/2005	3 \$5	43	\$16,557.00	69	\$14,925.47	1	\$14,925.47	17,550.42	15,821.00	NA	N/A	_	15,821.00
6SD11848	31.	Gettysburg		9/4/2002	9/4/2006	8 \$5		\$44,152.00	U 7	\$40,918.42		\$40,918.42	46,801.12	43,373.52	N/A	N/A	43,373.52	43,373,52
				İ										í				,

S&S Communications, Inc. Account#	List of South Dakota prepaid contracts	As Of: 12/20/2002	·	STAFF WORK

																					TOTAL
Cust								How							"Uneamed"				t-Risk Portion	Unearned	AMOUNT
omer	11							many	Amount				Owed to	Finance		Total received	Staff Calculated	between of Principal & C		Revenue for Non AFC Customers	Included in
coun						Contract		contr	received per	Total E	Equipment	"Uneamed"	Aberdeen	d [note	Financed	by S&S with	Unearned Income		Be included in	(Non AFC	Bond
t	Account#		City	State	Zipcode	Date	Date	acts	contract	Received	Charges	Amount	Finance	1]	Contracts	Sales Tax	(all Customers)	Revenue	Bond)	customers)	Calculation
	6SD18836		Watertown	SD	57201	9/5/2002	9/5/2005	1	\$5,519.00	\$5,519.00		\$4,985.23			\$4,985.23	5,850.14	5,284.34	N/A	N/A	5,284.34	5,284.34
	6SD00605		Britton	SD	57430	9/6/2002	9/6/2005	2	\$5,519.00	\$11,038.00		\$9,980.53			\$9,980.53	11,700.28	10,579.36	N/A	N/A	10,579.36	10,579.36
	6SD29451		Freeman	SD	57029	9/6/2002	9/6/2006	1	\$5,519.00	\$5,519.00		\$5,122.36			\$5,122.36	5,850.14	5,429.70	N/A	N/A	5,429.70	5,429.70
	6SD51351		Black Hawk	SD	57718	9/6/2002	9/6/2006	2	\$5,519.00	\$11,038.00		\$10,244.71			\$10,244.71	11,700.28	10,859.40 8,108.88	N/A	N/A	10,859.40 8,108.88	10,859.40 8,108.88
	6SD05585 6SD24990		Watertown	SD SD	57201 57201	9/10/2002 9/10/2002	9/10/2006	1	\$8,218.00 \$5,519.00	\$8,218.00		\$7,649.88			\$7,649.88 \$5,137.47	8,711.08 5,850.14	5,445.72	N/A N/A	N/A N/A	5,445.72	5,445.72
	6SD25390		Watertown Lemmon	SD	57638		9/11/2006	- 1	\$5,519.00 \$5,519.00	\$5,519.00 \$5,519.00		\$5,137.47 \$5,141.25			\$5,137.47 \$5,141,25	5,850.14	5,449.72	N/A	N/A	5,449.72	5,449.72
	6SD68879		Britton	SD	57430		9/17/2008	4	\$3,170.00	\$3,170.00		\$3,034.06			\$3,034.06	3,360.20	3,216.10	N/A	N/A	3,216,10	3.216.10
	6SD88822		Sisseton	SD	57262	9/18/2002	9/18/2006	i	\$5,519.00	\$5,519.00		\$5,167.69			\$5,167.69	5,850.14	5,477.75	N/A	N/A	5,477,75	5,477.75
	6SD82852	•	Platte	SD	57369	9/20/2002	9/20/2006	1	\$5,519.00	\$5,519.00		\$5,175.24			\$5,175.24	5,850.14	5,485.76	N/A	N/A	5,485.76	5,485.76
	6SD64050		Mitchell	SD	57301	9/30/2002	9/30/2006	2	\$5,519.00	\$11,038.00		\$10,426.04			\$10,426.04	11,700.28	11,051.60	N/A	N/A	11,051.60	11,051.60
552	6SD15023	4 year	Sioux Falls	SD	57103	10/1/2002	10/1/2006	2	\$3,170.00	\$6,340.00		\$5,992.84			\$5,992.84	6,720.40	6,352.41	N/A	N/A	6,352.41	6,352.41
553	6SD16078	5 year	Mitchell	SD	57301	10/1/2002	10/1/2007	1	\$3,170.00	\$3,170.00		\$3,031.12		0	\$3,031.12	3,360.20	3,212.98	N/A	N/A	3,212.98	3,212.98
	6SD41528		Huron	ŞD	57350	10/1/2002	10/1/2005	1	\$5,519.00	\$5,519.00		\$5,116.15			\$5,116.15	5,850.14	5,423.12	N/A	N/A	5,423.12	5,423.12
	6SD55097		Sioux Falls	SD	57103	10/1/2002	10/1/2005	1	\$2,700.00	\$2,700.00		\$2,502.92			\$2,502.92	2,862.00	2,653.09	N/A	N/A	2,653.09	2,653.09
	6SD73842		Huron	SD	57350		10/1/2006	1	\$3,170.00	\$3,170.00		\$2,996.42			\$2,996.42	3,360.20	3,176.21	N/A	N/A	3,176.21	3,176.21
	6SD04729		Aberdeen	SD	57401	10/4/2002	10/4/2008	1	\$3,170.00	\$3,170.00		\$3,058.65			\$3,058.65	3,360.20	3,242.16	N/A	N/A	3,242.16	3,242.16
	6SD14545		Gregory	SD	57533	10/4/2002	10/4/2007	1	\$3,170.00	\$3,170.00		\$3,036.33		0	\$3,036.33	3,360.20	3,218.50	N/A	N/A	3,218.50	3,218.50
	6SD70402 6SD47826		Gregory Madison	SD 57 SD	533-9706 57042	10/4/2002 10/9/2002	10/4/2008	2	\$3,170.00 \$5,519.00	\$6,340.00		\$6,117.29			\$6,117.29	6,720.40	6,484.33 5,561.84	N/A N/A	. N/A N/A	6,484.33 5.561.84	6,484.33 5,561.84
	6SD19516		Parkston	SD	57366	10/9/2002		1	\$3,170.00	\$5,519.00 \$3,170.00		\$5,247.02 \$3,018.12		0	\$5,247.02 \$3,018.12	5,850.14 3,360.20	3,199.20	N/A	N/A N/A	3,199.20	3,199.20
	6SD46749		Yankton	SD	57078	10/11/2002		;	\$5,170.00	\$5,519.00		\$5,254.57		· ·	\$5,254.57	5.850.14	5,569.85	N/A	N/A	5,569,85	5,569.85
	6SD23396		Gregory	SD	57533	10/15/2002		ż	\$3,170.00	\$6,340,00		\$6,149.11			\$6,149.11	6,720.40	6,518.05	N/A	N/A	6,518,05	6,518.05
	6SD03962		Mitchell	SD	57301	10/18/2002		1	\$3,170.00	\$3,170.00		\$3,078.89			\$3,078,89	3,360.20	3,263.62	N/A	N/A	3,263.62	3,263.62
	6SD28914		Groton	SD	57445	10/21/2002		1	\$3,170.00	\$3,170.00		\$3,065.84			\$3,065.84	3,360.20	3,249.79	N/A	N/A	3,249.79	3,249.79
	6SD35449		Sioux Falls	SD	57118	10/23/2002		1	\$5,519.00	\$5,519.00		\$5,299.90			\$5,299.90	5,850,14	5,617.90	N/A	N/A	5,617.90	5,617.90
	6SD14277		Ft Pierre	SD	57501	10/24/2002	10/24/2005	1	\$5,519.00	\$5,519.00		\$5,231.97			\$5,231.97	5,850.14	5,545.89	N/A	N/A	5,545.89	5,545.89
568	6SD80000	3 year	Roscoe	SD.	57471	10/25/2002	10/25/2005	1	\$5,519.00	\$5,519.00		\$5,237.01			\$5,237.01	5,850.14	5,551.23	N/A	N/A	5,551.23	5,551.23
	6SD87135		Sioux Falls	SD	57104	10/29/2002		1	\$3,170.00	\$3,170.00		\$3,094.80		0	\$3,094.80	3,360.20	3,280.49	N/A	N/A	3,280.49	3,280.49
	6SD57323		Howard	SD 57	349-0129		11/1/2007	1	\$3,170.00	\$3,170.00		\$3,084.93			\$3,084.93	3,360.20	3,270.03	N/A	N/A	3,270.03	3,270.03
	6SD76388		Tyndall	SD	57066		11/1/2006	3	\$5,519.00	\$16,557.00		\$16,001.70			\$16,001.70	17,550.42	16,961.80	N/A	N/A	16,961.80	16,961.80
	6SD01558		Aberdeen	SD.	57401		11/3/2008	1	\$3,170.00	\$3,170.00		\$3,102.03			\$3,102.03	3,360.20	3,288.15	N/A	N/A	3,288.15	3,288.15
	6SD19191 6SD86334		Sioux Falls Ipswich	SD SD	57104 57451		11/5/2006 11/5/2008	3	\$3,170.00 \$2,120.00	\$9,510.00 \$2,120.00		\$9,217.08 \$2,076,48		0	\$9,217.08	10,080.60	9,770.11	N/A	N/A	9,770.11	9,770.11
	6SD59684		Pierre		501-5747		11/6/2006	- ;	\$14,208.00	\$14,208.00		\$2,076.48			\$2,076.48 \$13,780.11	2,247.20 15,060.48	2,201.07 14.606.91	N/A N/A	N/A N/A	2,201.07 14,606.91	2,201.07 14,606.91
	6SD62001		Ipswich	SD	57451		11/9/2006	΄,	\$5,519.00	\$22,076.00		\$21,456.48			\$21,456.48	23,400.56	22,743.87	N/A	N/A	22,743.87	22,743.87
	6SD78696		Alcester		001-0168	11/12/2002		1	\$8,689.00	\$8,689.00		\$8,463.00			\$8,463.00	9,210.34	8,970.78	N/A	N/A	8,970.78	8,970.78
	6SD16454		Tyndall	SD	57066	11/13/2002		2	\$3,170.00	\$6,340.00		\$6,232.98			\$6,232.98	6,720,40	6,606.96	N/A	N/A	- 6,606,96	6,606,96
	6SD42035		Selby	SD	57472	11/18/2002		1	\$3,170.00	\$3,170.00		\$3,123.72			\$3,123.72	3,360.20	3,311.15	N/A	N/A	3,311.15	3,311.15
580	6SD82581	4 year	Corisca	SD	57328	11/19/2002	11/19/2006	4	\$5,519.00	\$22,076.00		\$21,607.58			\$21,607.58	23,400.56	22,904.04	N/A	N/A	22,904.04	22,904.04
581	6SD00842	6 year	Aberdeen	SD 57	402-1827	12/7/2002	12/7/2008	1	\$3,170.00	\$3,170.00		\$3,151.20			\$3,151.20	3,360.20	3,340.27	N/A	N/A	3,340.27	3,340.27
582	6SD03555	4 year	Mission	SD	57555	12/7/2002	12/7/2006	3	\$5,519.00	\$16,557.00		\$16,409.68			\$16,409.68	17,550.42	17,394.26	N/A	N/A	17,394.26	17,394.26
583	6SD68422	4 year	Brookings	SD	57006	12/9/2002	12/9/2006	2	\$5,519.00	\$11,038.00		\$10,954.89			\$10,954.89	11,700.28	11,612.19	N/A_	N/A	11,612.19	11,612.19
				-						\$2,853,716.27 \$12		\$1,807,794.73	\$158,785.47		\$1,347,295.92	3,024,939.25	\$1,995,388.10 \$	360,534.50 \$	373,877.88	1,476,068.13	1,849,946.01
			Percent Interstate	Use =		35.20%				tion of "Uneamed"		\$636,343.74			\$474,248.16						
İ	D111 ·		Seeds MI	*					Intrastate Port	tion of "Uneamed"	Amount	\$1,171,450.98			\$873,047.75						
		Access Contract	[note 2]	CD.	F7040	214174	216176		P4 EC COD OD	e455 000 00		E4EC C00 00	-		0450 000 00	405 005 00	405 000 00		_	407 000 00	105 000 00
504	6SD63789	3 year	Dakota Dunes Estimated Percent	SD	57049	#N/A 98.00%	#N/A	1	\$156,600.00	\$155,500.00 tion of "Uneamed"	A	\$156,600.00			\$156,600.00	165,996.00	165,996.00	_	0	165,996.00	165,996.00
			calinated recent	i interstate US	- 3c	30.00%			miteratale PON	non of Offerined.	U-UODUC.	\$153,468.00			\$153,468.00		_				
Į.	[1] "f" mear	s financed by Aberd	een Finance Co.: "o'	" means finan	ced by ano	ther company.			Intrastate Port	ion of "Uneamed".	Amount:	\$3,132.00			\$3,132.00	3,190,935.25	2,161,384,10		373.877.88	1,642,064,13	2.015.942.01
	-	•			•										,	,			,	.,	.,
1		er has paid 50% of c		rice has not y	et commen	ced.															
	Balance	is due after 18 mont	ths of service.																		

П		unications, Inc. L	ist of South Dakota prepai	d contracts	As Of:	12/20/2002								STAFF WORK				
A	ccount#													with sales tax				
t	ccount# *	Type of contract C	ity State	Zipcode	Contract Date	How many Expiration contr Date acts	Amount received per contract	Total Received	Equipment Charges	"Uneamed" Amount	Owed to Aberdeen Finance		"Unearned" Amount on non- Financed Contracts	Total received by S&S with Sales Tax	Staff Calculated Unearned Income (all Customers)	Difference At-Risk Partion between of AFC Financed Principal & Customer (To Unearned Be Included in Revenue Bond		TC AMC Includ I Calcul
																		AMO
									Equipment	S&S Calculated Unearned Income (less 270 and	Principle Balance ABF -			Total received by S&S with				Includ
A	ccount#	Plan	City State	Zipcode	Contract Date	Exp Date	Amount Received		Cost	Current Date)	7/17/02	Financed		Sales Tax	•			Calcul
	6SDD6800	5 YEAR	Aberdeen SD	57401	10/14/1997	10/14/2002	3,170,00		\$270.00	#REF1	\$2,771.50	NO YES		3,360.20 5,850.14	0.00 1,268.19			. 1
	6SD10003	3 YEAR 5Y Assoc	Mobilidge SD Bowdle SD,	57601 57428	B/14/2000 3/10/2000	8/14/2003 3/10/2005	5,519.00 3,170.00	•	\$270.00 \$270.00	#REFI	\$2,771.50	YES		3,360.20	1,492.40			1
	6SD14458	3 YEAR	Mobridge SD	57601	B/14/2000	E/14/2003	5,519,00		\$270.00	#REFI	\$2,853.40	YES		5,850.14	1,266.19		d	1
	6SD18945	3 YEAR	Mobridge SD	57601	8/14/2000	8/14/2003	5,519.00		\$270,00	#REF!	\$2,842.09	YES		5,850.14	1,266,19			1
	6SD18975	5Y Assoc	Mitchell SD	57301	9/24/1999	9/24/2004	3,170.00		\$270.90	#REFI	. \$1,590,70	YES -		3,360.20 3,360.20	1,184,44 1,300,31			
	6SD20672 6SD20957	5Y Assoc 5Y Assoc	Sioux Falls SD Miller SD	57106 57362	11/26/1999 12/17/1999	11/26/2004 12/17/2004	3,170.00 3.170.00		\$270.00 \$270.00	#REFI	\$1,472.92 \$1,907.38	YES		3,360,20	1,300.31			
	6SD20971	5 Year Residential	Rapid City SD	57703	9/6/2001	9/8/2005	3,170.00		\$270.00	#REFI	\$3,026,66	YES		3,360.20	2,495.31			
	6SD22443	4 YEAR	Stockholm SD	57264	9/21/2000	9/21/2004	5,519.00		\$270.00	#REFI	•	NO		5,850.14	2,566.69			
	6SD23464	3 YEAR	Mobridge SD	57601	B/14/2000	8/14/2003	5,519,00		\$270,00	#REFI	\$3,085.53	YES		5,850.14	1,266.19			
	6SD26767	5 YEAR	White SD	57276	11/26/1997	11/26/2002	3,170,00		\$270,00	#REFI	*******	NO YES		3,360.20 3,360.20	0.00 2,497,15			
	6SD26886 6SD27962	5 Year Residential 5Y Assoc	Bath SD Alexandria SD	57427 57311	9/7/2001 9/23/1999	9/7/2006 9/23/2004	3,170.00 3,170.00		\$270.00 \$279.00	#REFI	\$2,901.27	NO NO		3,360.20	1,182.60			
	6SD30514	5Y Assoc	Platte SD	57369	1/29/2000	1/29/2005	3,170.00		\$270.00	#REFI	\$2,365.91	YES		3,360.20	1,418,02	•		
	65033776	5Y Assoc	Vermillion SD	57069	3/16/1999	3/16/2004	3,170.00		\$270.00	#REFI		NO		3,360,20	831,31			
	6SD34412	3 YEAR	Mobridge SD	57601	8/15/2000	8/15/2003	5,519.00		\$270.00	#REFI	\$2,588.79	YES		5,850.14	1,271.54	•		
	6SD35064	5Y Assoc	Miller SD	57362	2/23/1998	2/23/2003	3,170,00		\$270.00	#REFI		NO		3,360.20	119.61			
	6SD35396 6SD36458	5Y Assoc 5Y Assoc	Olivet SD Platte SD	57052 57369	10/13/1999 1/29/2000	10/13/2004 1/29/2005	3,170.00 3,170.00		\$270.00 \$270.00	#REFI #REFI	\$1,628.92 \$2,029.51	YES YES		3,360.20 3,360.20	1,219.38 1,418.02			
	6SD38458	5Y Assoc	Platte SD	57369	1/29/2000	1/29/2005	3,170,00		\$270.00 \$270.00	#REF!	\$2,029.51	YES		3,360,20	1,418.02			
	6SD39365	5Y Assoc	Wessington SD	57381	1/20/2000	1/20/2005	3,170.00		\$279.00	#REFI	\$2,146,73	YES		3,360.20	1,401.46			
	6SD39775	5Y Assoc	Olivet SD	57052	10/13/1999	10/13/2004	3,170.00		\$270,00	#REFI	\$1,593,48	YES		3,360.20	1,219.38			
	6SD43127	5Y Assoc	Wessington SD	57381	1/20/2000	1/20/2005	3,170.00		\$270.00	#REFI	\$1,716.83	YES		3,360.20 3,360.20	1,401.46 1,866.05			
	6SD46166 6SD49258	7 YEAR 5Y Assoc	ipswich SD. Delmont SD.	57451 57330	11/9/1999 10/28/1999	11/9/2006 10/28/2004	3,170,00 3,170.00		\$270.00 \$270.00	#REFI #REFI	\$2,949.14 \$1,795,34	YES YES		3,360.20	1,246.97			
	6SD49276	6 YEAR	Pierre SD	57532	9/1/2000	9/1/2006	3,170,00		\$270.00	#REFI	41,700,21	NO		3,360.20	2,071.94			
	6SD49353	5Y Assoc	Westport SD	57481	4/14/199B	4/14/2003	3,170.00		\$270.00	#REFI		NO		3,360.20	211.62			
	6SD49568	7 YEAR	Aberdeen SD	57401	12/6/1999	12/6/2006	3,170.00		\$270.00	#REF!	\$1,558.25	YES		3,360.20	1,901.53			
	6SD49943 6SD50021	6 YEAR 5Y Assoc	Tripp SD Adington SD	57376 57212	9/13/2000 1/25/2000	9/13/2006 1/25/2005	3,170.00 3,170.00		\$270.00 \$270.00	#REFI #REFI	\$2,289.22	YES NO		3,360.20 3,360.20	2,090,35 1,410.66			
	6SD50079	5Y Assoc	Huron SD	57350	2/17/2000	2/17/2005	3,170.00		\$270.00	#REFI		NO		3,360.20	1,452.96			
	6SD51762	5Y Assoc	Miller SD	57362	7/22/1999	7/22/2004	3,170,00		\$270:00	#REF1	\$1,415.38	YES		3,360.20	1,066.73			
	6SD52382	5Y Assoc	Huron SD	57350	9/20/1999	9/20/2004	3,170.00		\$270.00	#REFI		NO		3,360.20	1,177.08			
	6SD52578	10 YEAR	Rosco SD	57471	9/17/1998	9/17/2008	3,170.00		\$270.00	#REFI		NO		3,360.20	1,929.84			
	6SD54934 6SD55016	5Y Assoc 5Y Assoc	Raymond SD Castlewood SD	57258 57223	2/22/2000 11/12/1999	2/22/2005 11/12/2004	3,170.00 3,170.00		\$270.00 \$270.00	#REFI #REFI	\$2,340.52 \$2,053.72	YES		3,360.20 3,360.20	1,462.16 1,274.56	-		
	6SD58148	5Y Assoc	Fort Thompson SD	57339	2/2/2000	2/2/2005	3,170.00		\$270.00	#REFI	\$3,047.89	YES		3,360.20	1,425.37			
	6SD59113	5Y Assoc	Huron SD	57350	9/20/1999	9/20/2004	3,170.00		\$270.00	#REFI		NO		3,360.20	1,177.08			
	6SD59643	10 YEAR	Aberdeen SD	57401	3/4/1999	3/4/2009	3,170.00		\$270.00	#REFI	\$978.59	YES		3,360,20	2,084,37			
	6SD62121	5Y Assoc	Madison SD	57042	11/2/1999	11/2/2004 4/26/2005	3,170.00		\$270.00	#REFI #REFI	\$3,022.34	YES		3,360.20 5.850.14	1,256.17 4,579.76			
	6SD74359	3 Year Commercial 5Y Assoc	Yankton SD Olivet SD	57078 57052	4/26/2002 10/13/1999	4/26/2005 10/13/2004	5,519.00 3,170.00		\$270.00	#REFI #REFI	\$5,626,43	YES NO		5,850.14 3,360.20	4,579.76 1,219.38			
	6SD75838	5Y Assoc	Groten SD	57445	1/23/1998	1/23/2003	3,170.00		\$270.00	#REFI		NO		3,360.20	62.57			
	6SD81404	5Y Assoc	Leola SD	57456	9/14/1999	9/14/2004	3,170.00		\$270.00	#REF1		NO		3,360.20	1,168.05			
	6SD87365	5Y Assoc	Raymond SD	57258	2/22/2000	2/22/2005	3,170.00		\$270.00	#REF!	\$1,951.99	YES	•	3,360.20	1,462.16			
	6SD92534	3 YEAR	Faulkion SD	57438	10/29/1999	10/29/2002	5,519,00		\$270.00	#REFI #REFI		NO		5,850,14 3,360,20	00,0			
	6SD92549 6SD94508	5 YEAR 5Y Assoc	Sioux Falls SD Wanblee SD	57103 57577	11/19/1997 5/18/2000	11/19/2002 5/18/2005	3,170.00 3,170.00		\$270.00 \$270.00	#REF! #REF!	\$1,926.24	NO YES		3,360.20 3,360.20	0.00 1,619.37			
	6SD98586	5Y Assoc	Reva SD	57651	7/19/2000	7/19/2005	3,170.00		\$270.00	#REFI	\$2,127.81	YES		3,360.20	1,733.47			
							***				,			187,929.52	67,788,99	*	_	
														3,378,864.77	2,229,173.09		_	
																		1.99

·

NOVEMBER 2002 FILING ERROR SUMMARY

159 of the 574 identified customers were not listed on the November 2002 filing, 27.7% error rate, 443 errors were found for the 416 customers that were listed on the November 2002 filing were in error. 106.49% error rate,

LEGEND



new accounts since 6/17/02 filing - NOT considered a variance
 59 new customers from July 2002 to February 2002 filings.

ERRORS FOUND ON November 2002 FILING - BASED ON INFORMATION SUPPLIED ON THE FEBRUARY 2003 FILING

- Customer not recorded on November 2002 filing but should have been. Considered a variance.
- 159 of the 574 customers that should have been listed on November 2002 filing were not listed.
- 27.7% error rate.
- These variances directly decreased S&S bond calculation amount in the July and November 2002 filings



- Incorrectly recorded the number of contracts per customer on November 2002 filing. Considered a variance.
- 39 of the 416 customers listed on the November 2002 filing were in error.
- 9.37% variance
- These variances directly decreased S&S bond calculation amount in the July and November 2002 filings



- Incorrectly under recorded the amount collected per contract on November 2002 filing. Considered a variance.
- 23 of the 416 customers listed on the November 2002 filing were in error.
- 5.52% variance
- These variances directly decreased S&S bond calculation amount in the July and November 2002 filings



- Incorrectly recorded the term of the contract as being shorter than actual term on November 2002 filing. Considered a variance.
- 186 of the 416 customers listed on the November 2002 filing were in error.
- 44.71% variance
- These variances directly decreased S&S bond calculation amount in the July and November 2002 filings



- Incorrectly recorded customer as an AFC financed customer on November 2002 filing. Considered a variance.
- 108 of the 282 customers listed as AFC financed customers on the November 2002 filing were in error.
- 38.29% variance
- These variances directly decreased S&S bond calculation amount in the July and November 2002 fillings

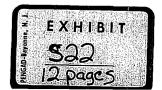


- Appears the AFC financed amount was incorrectly over stated on November 2002 filing. Considered a variance.
 - Criteria AFC loan amount decrease by over \$1000 between the November 2002 and the February 2003 filings.
 - 87 of the 174 AFC customers listed on the November 2002 filing were in error.
 - 50.00% variance
 - These variances directly decreased S&S bond calculation amount in the July and November 2002 filings

FEBRUARY 2003 FILING ERRORS



- Customer listed on November 2002 filing but were note listed on the February 2003 filing. Considered a variance.
- 49 of the 633 potential customers that should have been listed on February 2003 filing were not listed.
- 7.74% potential error rate.
- Variance directly decreased the bond amount of February 2003 filing



Colored Colo	S&S Communications, Inc. List of South Dakota prepaid contracts As Of: 12/20/2002	2/2002	STAFF WORK	ORK		
Column C			with sales	R		
Charleman Char			"Uneamed"	<u> </u>	At-Risk Portion of AFC	TOTAL AMOUNT
Orby Bibb Sizzola Cide Other Activation Chantem Chante		Amount Owed to	Amount on non-	Staff Calculated	between Financed Revenue Principal & Customer (To AFC Cu	
Aberdenin S.D. 5741 (191768) (191709 1 53,7000 270,00 370,00 570,	City State Zipcode Date	contract Total Received Charges Amount Finance [note 1]	Contracts	(all Custamers)	Be included in Bondi	
Raiceles (B.D. 5771) 201807 201207 (S.1700 S.1700	SD. 57401 10/1/1996 SD 57401 12/23/1996	1 \$3,170,00 \$3,170,00 \$270,00 \$1,086,63	\$1,096.63	0.20 1,270,66	N/A N/A 1,	1,270.66
Reaces	SD. 57401 3/1/1997	1 \$3,170.00 \$3,170.00 \$270.00		0.20 1.409.59	NA S	409.59
Kincaron SD. 5474 ACASIGNY 42,000,000 51,700.00<	SD. 57471 4/20/1997	1 \$3,170.00 \$3,170.00 \$270.00	\$1,256,24	0.20 1,455.60	N S	455.60
Minis S.D. S7462 S191897 S192007 1 S171000 S171000 S17200 S172045 S12445 St.0.0 S12445	SD. 57471 4/28/1997	1 \$3,170.00 \$3,170.00 \$270.00	\$1,263.39 3,38	_	NA	463.88
Figure 1. 10.1. 15	SD 57462 5/13/1997	1 \$3,170.00 \$3,170.00 \$270.00 \$1,274.51	\$1,274.51 3,36	1,476.76	N/A	476.76
Filtra	SD. 57501 //29/1997	1 \$3,170.00 \$3,170.00 \$270.00 \$1,335.65	1 1 1 1	1,547.61	1547.61	Ä
Paris Pari	SD. 57501 (/30/1897	1 \$3,170,00 \$3,170,00 \$270,00 \$1,336,45		1,548.53	1548,53	: <u>\$</u>
Cambra C	SD 57501 8/13/1997	1 \$3,170,00 \$3,170,00 \$270,00 \$1,343,56		1,556.81	1,556.81 A/N A/N	
Cavade Edy Strate 57425 (227/1987) 127/2000 517/200 517/200 517/2000 517/200 <td>on SD 57078 11/13/1997 1</td> <td>1 \$3,170,00 \$3,170,00 \$270,00</td> <td></td> <td>1.646.06</td> <td>¥ §</td> <td>50 AVA</td>	on SD 57078 11/13/1997 1	1 \$3,170,00 \$3,170,00 \$270,00		1.646.06	¥ §	50 AVA
Cardani, S.D. 57717 11971889 11920003 1 \$317000 \$317000 \$327000 \$313.78 8000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	SD. 57428 12/27/1997	1 \$3,170,00 \$3,170,00 \$270,00 \$1,455,56		1,686,54	1686.54	NA.
Vandinicumba 55. 57717 11737989 11722003 1 33,700.00 33,700.00 5770.00 5770.20 51,472.20 41,772.20 51,472.20 51,472.20 51,472.20 51,472.20 51,472.20 51,472.20 51,472.20 51,472.20 51,472.20 51,402.27 500.00 51,402.27 500.00 51,402.27 500.00 51,402.27 500.00 51,402.27 500.00 51,402.27 500.00 51,402.27 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 500.00 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 51,502.22 <t< td=""><td>SD. 57013 1/9/1998</td><td>1 \$3,170.00 \$3,170.00 \$270.00 \$31.76</td><td>3,3</td><td>36.80</td><td>36.8</td><td>₹.</td></t<>	SD. 57013 1/9/1998	1 \$3,170.00 \$3,170.00 \$270.00 \$31.76	3,3	36.80	36.8	₹.
Mariem S.D. 5707 1/17/189 1/17/209 (SD. 57717 1/12/1998	1 \$3,170.00 \$3,170.00 \$270.00 \$36.53		42,32		NA A
Marie S.D. S748 S24918 S272000 S1470	SD. 57078 1/17/1998	1 \$3,170.00 \$3,170.00 \$270.00		1,705.86	N/A	1,705.86
Washington S.D. STATE SECTION STATE	5D 57367 37347508	1 \$3,70,00 \$3,170,00 \$2,000 \$1,480,97		1,715.98	NA	715.98
Miller SD 57381 72271698 2727100 1 1517100 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 277000 1 151710 27700 27700 27700 1 151710 27700 27700 27700 27700 1 151710 27700 27700 27700 27700 1 151710 2770	SD 57352 2/2/1998	1 43,170.00 43,170.00 40,000 41,000.00	<u>با</u> ي	1,738.07	1738.07	3
Millier SD 57282 2023/1989 </td <td>Wessington SD. 57381 2/22/1998</td> <td>1 \$3,170,00 \$3,170,00 \$270,00 \$901,64</td> <td></td> <td>1.044.72</td> <td>1044.72</td> <td>¥ ?</td>	Wessington SD. 57381 2/22/1998	1 \$3,170,00 \$3,170,00 \$270,00 \$901,64		1.044.72	1044.72	¥ ?
Miller SD 57822 2018988 201800 1 53,700.0 \$1,501.02 <th< td=""><td>Miller SD 57362 2/23/1998</td><td>1 \$3,170,00 \$3,170,00 \$270,00 \$1,501.62</td><td>\$1,501.62 3,36</td><td>1,739.91</td><td>NA.</td><td>739.91</td></th<>	Miller SD 57362 2/23/1998	1 \$3,170,00 \$3,170,00 \$270,00 \$1,501.62	\$1,501.62 3,36	1,739.91	NA.	739.91
Miller SD 57522 222/31888 272/32008 1 53,170.00 \$3,70.00 \$1,701.02 \$1,501.62	ない 一年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の	日前一連等等一至於清潔及所通學等一	から一丁の あるかと ある		· · · · · · · · · · · · · · · · · · ·	
Manicha S.D. STA41 Males Manicha S.D. STA41 Males SA42000 SA47000	Miller SD 57362 2/23/1998	1 \$3,170,00 \$3,170,00 \$270,00	\$1,501.62	0.20 1,739,91	N/A N/A 1,	1,739.91
Neberdeins SD. 57441 4/19/1988 4/19/2003 153/17/200 52/17/	生産機能管では、発生するというなどの場合、これに関係の一、経過数量で	等等 一個學學 一直通過中國教育時代		2		
Manufath S.D. 54481 Sudrates Sudrates 1, 33,170,00 \$3,170,	Aberdeen SD. 57401 4/19/1998	1 \$3,170.00 \$3,170.00 \$270.00	\$190,58 3,36	220.82	N/A	220.82
Saccididis Abardemi S.D. 5740 64/1989 64/2002 1 \$3,170,00 \$270,00 \$1,625,37	Mellatte SU 5/461 5/4/1998	1 \$3,170.00 \$3,170.00 \$2,0.00 \$1,557.57	\$1,557.57	1,804.74	NA	804.74
Abardesin Abardesin Abardesin Abardesin Abardesin Abardesin Abardesin Abardesin Abardesin Abardesin Abardesin Abardesin SD 5740 801/1998 801/2008 \$31/1000 \$31/1000 \$270.00 \$1/85.33 \$1/85.37	Aberdeen SD. 57401 6/4/1998	1 \$3,170,00 \$3,170,00 \$270,00 \$1,017,32	\$1.017.32	1 178 76	N/A N/A 1	178.76 76.76
Standarden S.D. S740 S7101989 B7102008 1 \$3,170.00 \$3,170.00 \$1,525.37 \$	Aberdeen SD 57401 8/10/1998	1 \$3,170.00 \$3,170.00 \$270.00	\$1,635.37 3,36	1,894.88	N/A	894.88
ShucField S.D. S740 S27/1998 S27/2008 1 S3,170.00 S3,170.00 S1,193.0 S1,194.10 S	Aberdeen SD 57401 8/10/1998	1 \$3,170,00 \$3,170,00 \$270,00	\$1,635.37 3,36	1,894.88	NA	,894.88
Eurick case Euric	SD 57401 8/21/1998	1 \$3,170.00 \$3,170.00 \$270.00	\$1,644.10 3,36	1,905.00		,905.00
St. Lewrence S.D. 57281 102201968 102202008 1 53,170.00 51,1691.73 50.00 1 50,1000 51,1691.73 50.00 1 50,1000 51,1691.73 50.00 1 50,1000 51,1691.73 50.00 1 51,1692.53 50.00	SD. 57437 9/10/1998 S	1 \$3,170,00 \$3,170,00 \$270,00	\$1,659,98 3.36	1,923.40	Z Š	923.40
St. Lawrence SD. 57373 10/20/1969 10/21/2009 1 \$3,170.00 \$770.00 \$1,691.73 \$0.00 \$1,692.53 \$1,000 \$1,691.73 \$1,000 \$1,692.53 \$1,000 \$1,692.53 \$1,000 \$1,692.53 \$1,000 \$1,692.53 \$1,000 \$1,692.53 \$1,000 \$1,692.53 \$1,000	SD 57381 10/20/1998 1	1 \$3,170.00 \$3,170.00 \$270.00 \$1,691.73		1,960,19	1960.19	Z
Columbia SD 5743 1021/1988 1028/2008 1 \$3,170.00 \$270.00 \$1,825.23 \$0.00 [e SD. 57373 10/20/1998	1 \$3,170.00 \$3,170.00 \$270.00 \$1,691.73	3,3	1,960.19	1,960.19 1960.19	N/A
New Underwood S.D. 57781 100281988 10222008 1 33,170.00 32,170.00 \$1,583.00 6 50.00 f 140,000 f	, SD 57433 10/21/1998	1 \$3,170.00 \$3,170.00 \$270.00 \$1,692.53		1,961.11	NA	961.11
New Underwood SD S7781 10020/1989 1003/2008 1 33,170.00 32,70.00 31,70.00 31,70.00 41,70.047 40,00 1 41,70.047 4	SD. 10/28/1998	1 \$3,170.00 \$3,170.00 \$270.00 \$1,698.08	3,36	1,967.55	1967.55	NA.
Hulton Pulvarin SD 5720 1021/1989 1031/2009 1 \$3,170.00 \$3,170.00 \$1,70.04	nderwood SD 57761 10/30/1998	1 \$3,170.00 \$3,170.00 \$270.00 \$1,699.67	•	1,969.39	1969.39	N/A
Heyening Sp. 57450 1125/2008 1 35,170.00 35,170.00 37,170.00 57,170.31 40,000 1 51,720.31 Hoyen Mahinday Sp. 57450 1125/2008 1 25,170.00 51,70.00 51,70.00 51,720.31 51,720.31 Charles Sp. 57450 1125/2008 1 25,170.00 51,70.00 51,70.00 51,720.00 51,720.31 51,720.31 Charles Sp. 57450 1125/2008 1 25,170.00 51,70.00 52,70.00 51,721.90 51,720.31 51,720.31 Charles Sp. 57450 1125/1988 1215/2008 1 35,170.00 52,70.00 51,720.00 51,720.50 51,720.30 51,720.50 51,720.30 51,720.50 51,720	SD 5730 10/31/1896	1 33,70,00 43,700,00 52,000 51,700,47		1,970,31	NA	9/0.37
Hotel	SD 5/3/0 10/31/1998	1 \$3,170.00 \$3,170.00 \$2,70.00 \$1,70.34	3,3	1,970.31	1970,31	S X
Condax	SU. 5/450 11/25/1990	1 43,70,00 43,70,00 \$2,70,00	\$1,720.31	1,993,31	N/A	,993.31
Onemai SD, 97480-5111 1127/2000 1, 371/200 32,170,00 32,170,00 41,271.90 41,271.90 Challed SD, 57480-5111 1127/2000 1, 32,170,00 32,170,00 32,70,00 31,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,721.90 51,720.93 <t< td=""><td>ge SD. 5/601 (1/2/1996</td><td>1 93,170,00 93,170,00 92,70,00</td><td>\$1,724,00</td><td>1,593,31</td><td>N/A</td><td>15.588</td></t<>	ge SD. 5/601 (1/2/1996	1 93,170,00 93,170,00 92,70,00	\$1,724,00	1,593,31	N/A	15.588
Onales SD. 5494S-5711 712/13409 112/13409 12/13/200	SD. 57466-5111 11/2//1998	1 \$3,7000 \$3,7000 \$3,000	3,721.90	1,995.15	NA.	,995,15
Abardean SD 5745 12151988 12152003 1 \$3,170.00 \$3,170.00 \$270.00 \$571.74 \$0.00 i \$1,763.57 Highmore SD 5745 12151988 12152003 1 \$3,170.00 \$3,170.00 \$270.00 \$571.74 \$0.00 i \$1,763.57 Highmore SD 5745 12151988 12152003 1 \$3,170.00 \$3,170.00 \$270.00 \$1,763.57 Conde SE SE SE SE SE SE SE SE SE SE SE SE SE	SD. 57468-5111 11/27/1998	1 \$3,170.00 \$3,170.00 \$270.00	\$1,721.90 3,34	1,995.15	NA	995.15
Helpinnere SD 57345 12/15/2003 1 \$3,170.00 \$3,170.00 \$270.00 \$371.74 \$0.00 i Helpinnere SD 57345 12/15/2003 1 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 i Helpinnere SD 57345 12/15/2003 1 \$3,170.00 \$3,170.00 \$3,170.00 \$1,1763.97 \$1,763.97	SD 57401 12/8/1998	1 \$3,770.00 \$3,770.00 \$2,70.00 \$1,730.63	\$1,/30.63	2,005.27	N/A	,005.27
Miller SD 57-562 3171/2009 1 \$3,170.00 \$3,170.00 \$71,000.01 1,100.01	SD 57345 12/15/1998	1 \$3,770,00 \$3,770,00 \$270,00 \$571,74		662.47	662.47 662.47	Ş
Information Information	SD 57345 12/15/198	7 0.00 \$3,17.00 \$2,000 \$2.1.74 \$0.00 7	3,30	662.47	662,47	N/A
Conde SD 57431 1191989 1192099 1 \$3,170.00 \$3,170.00 \$1,763.97				新型型的区域区域	THE REAL PROPERTY.	
Tolyear Conde Co	hlin SD 57642 1/19/1999	1 \$3,170.00 \$3,170.00 \$270.00 \$1,763.97	\$1,763.97 3,36	2,043,90	N/A	2,043.90
6 year Abardeen SD. 57401 1201999 122009 1 \$3,10,00 \$3,10,00 \$1,00,32	SU. 5/431 1/19/1999	78ce1,16 00.07.26 00.07.126	31,763.97		NA	043,90
Olyear Conde	SD. 57401 1/20/1999	1 \$3,170.00 \$3,170.00 \$270.00 \$1,008.12	\$1,008.12 3,36	1,168.1	NA.	168.10
O year	SD. 57401 1/22/1999	1 \$3,170.00 \$3,170.00 \$270.00 \$1,766.36 \$0.00 f	3,36	2,046.6	2046.66	N/A
10 year St. Lawrenne SD. 57323-7700 37170208 1 \$3,170.00 \$3,170.00 \$3,170.00 \$1,803.67 \$0,00 f \$1,803.67 \$0,00 f \$1,803.67 \$0,00 f \$1,803.67 \$0,00 f \$1,803.67 \$1,804.46 \$0,00 f \$1,804.66 \$1,804.46 \$1,00 f \$1,804.66 \$1,804.46 \$1,804.	SD. 57431 1/22/1999	1 \$3,170.00 \$3,170.00 \$270.00		2,046.6	NA	,046.66
Column C	rence SD. 57373-7200 3/10/1999	1 \$3,170.00 \$3,170.00 \$270.00 \$1,803.67		2,089,8	2089,89	×
10 year Miller S.D. 57362 311/1999 311/2009 1 \$3,170.00 \$3,170.00 \$270.00 \$1,804.46 \$0.00 f \$1,804.46 \$1.00 f \$1.00	(859)(97)(97)(97)			0.000	Service of the Service	108000
Olyear Miller S.D. 5792 31711999 3172009 1 \$3,170,00 \$3,170,00 \$1,200,0 1,	SD 57362 3/11/1999	1 \$3,170.00 \$3,170.00 \$270.00 \$1,804.46			2090,81	Ŋ,
10 year Miller S.D. 57362 3171/1999 3172/009 1 \$3,170.00 \$2,534,43 \$2,70.00 \$1,1422.06 \$0.00 f \$3,1806.01	SD. 57362	1 \$3,170.00 \$3,170.00 \$270.00 \$1,804.46			Z	2,090,81
10 10 10 10 10 10 10 10	Wrence SD. 57373	1 \$2,554.43 \$2,554.43 \$270.00 \$1,422.06			1685,55	×.
TO year Abardeen SD. 57401 3/17/1999 3/17/2009 1 \$3,170,00 \$3,170,00 \$270,00 \$1,809,23 \$1,809,23 10 year Miller SD. 57852 3/17/1999 3/17/2009 1 \$3,170,00 \$3,170,00 \$270,00 \$1,809,23 \$0,00 f 10 year Miller SD 57362 3/17/1989 3/17/2009 1 \$3,170,00 \$270,00 \$1,809,23 \$0,00 f				m		# 209/199 B
10 year Miller SD, 57362 3/17/1999 3/17/2009 1 \$3,170.00 \$3,170.00 \$270.00 \$1,809.23 \$0.00 f 10 year Miller SD 57362 3/17/1999 3/17/2009 1 \$3,170.00 \$2,170.00 \$270.00 \$1,809.23 \$0.00 f	SD. 57401	1 \$3,170.00 \$3,170.00 \$270.00 \$1,809.23	\$1,809.23 3,36	13	N/A	2,096.33
10 year Miller SD 57962 3171/1899 3171/2009 1 \$3,170.00 \$2,170.00 \$7,000 \$1,809.23 \$0.00 f	SD. 57362	1 \$3,170.00 \$3,170.00 \$270.00 \$1,809.23			2096.33	NA
	SD 57362 3/17/1999	1 \$3,170.00 \$3,170.00 \$270.00 \$1,809.23	3,3	0.20 2,096.33 2,096.33	96.33 2096.33	NA:

208,1 208,1	68, F08, F	AN Yesser AN	AN VIBRUGUE AN	68,108,1 76,508,1	05.086,6 05.086,6 05.086,6	1,5554.91 \$1,5554.91	10 m	0.058,1\$ 19.066 10 19.066 10	00.072\$ 00.072\$	00.071,68	00'071,E\$ 00'071,E\$	L 9002/72/8		67278 67278	SD. 37.	Seneca (Willing Lake Preston	V year V year V year	65D39563 65D39563 65D39563 1
		90 (00) 100 (00) 100 (00)	5614061 1616161 1616161	99 100 1 99 100 1 1 100 1 1 100 1 1 100 100 1	07 (38% 07 (38% 07 (38%)		1 1070E 2 3076 1 30705		50:07/25 00:07/25 00:07/25	50 024 95 50 024 95 62621 85 62621 5		n egnech <i>ede</i> n eger <i>joed</i> n egerjoede	TIBERATUS GERATUS GERATUS	017/6 767/4 767/4	66 65 65	enouply Creases White	: 1006/j - Geographise Jede L - Geographise (100/)	418/418/G186
287, r 287, r 387, r	90,297,1 04,387,1	Eologia Ain Ain Eografi	AN AV AV	90,287,1 04,887,1	3,360,20 3,360,20 3,360,20	N2.028,1\$ VE.038,1\$	5565 5565	\$49.50 \$1,550.37	00.072\$	00.071,62 00.071,62	00.071,62	8/17/2006 1 8/16/2006 1	6661/21/6 6661/91/6 6661/91/6	660-824 9650-824 9657-8	09 09 09 09	Bowdle Lake Preston		1 65000139 18685039 18685039
100 100 100 100 100 100 100 100 100 100	ilja Molfolli	20 (10) 20 (20) 20 (20)	de (de 1) - dig	(基] (区) (E) (区)	ezonali Program	5775 5176/510	1 39'66	21072 c 51082 c	00/D/25	000x0*25 505 * 100	90 (07) (2) -	53057676 1 5005676	STELLAND STELLAND STELLAND	14174 151848 151848	(ii)	.00/10/1985/16 .00/10/1985/16 .00/10/198	7.000 To 10.000 To 10.000 To 10.000 To 10.000 To 10.000 To 10.000 To 10.000 To 10.000 To 10.000 To 10.000 To 1	1 55007-979 T
977,1 977,1 987,1	68.877,† SE.677,† E8.087,†	AIN AIN AIN TEIFEIN	AVV AVV AVV ARE FEIVERS	26.677,1 26.677,1 58.087,1	0S.036,6 0S.036,6 0S.036,6 0S.036,8	86,668,1\$ 68,868,1\$ 87,868,1\$	0 05.00	92,852,1\$ 68,852,1\$ 68,555,1\$	00,072\$ 00,072\$ 00,072\$	00'071'6\$ 00'071'6\$	00'071,6\$ 00.071,6\$ 00.071,6\$	6/2/0008 6/2/0009 8/4/2009 6/2/2009	6661/5/6 6661/5/6 6661/7/6	95572 95072 92072	.02 .03 .03	Huron Lennox Freeman Huroh	TEAN	
EZ,S ETT, I	TE.PES,S AND AND	AW Te.ettr	AVN VE.BYT, I	16.465,5 76.877,1	02,036,2 02,036,2 03,036,2	16.829,1\$	1 00:0\$	16.829,12 62,563,12	00.075\$ 00.075\$	00.071,62 00.071,62	00.071,E\$ 00.071,E\$	1 8005/1/8 1 8005/1/6	6661/1/6 6661/1/6	12472 54872 51372	05 05 05	rygun Keunepec bzwych seignigie	7 year	1697B0GS9
EY, † 60,8 81 f	A\N 81.840,8	Ge.gett Ain Selecti Briesyn	BE.BET, I AVV GEISSIE	26.267,1 61.650,8 EG 881	3,360.20 82,007,11 93,038 103,038	\$5,567.19	1 00'05 1 00'05	02,894,1\$ 91,788,7\$ 61,788,7\$ 61,92	\$270,00 \$270,00	00'021'5\$ 00'021'5\$ 00'021'5\$	00.071,5\$	8/3/2006 1 8/3/2006 1 8/3/2006 1	6661/E/9 6661/E/9 6661/E/9	17478 53678 107,6	.gs .gs	Roscoe Willer Poscoe	7 year 7 year association 5view	77050GS9 58895GS9 T
17,1 17,1	Α\Ν \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	86.0171 AVJ 768171 16.11795	88.017,t AW 78.81741	86.017,1 78.817,1 78.617217 16.1117.5	05.085,6 05.086,6 05.088 9 05.088 9	84.684,12	# 00.0\$	97,678,65 64,478,65 84,78,65 85,64,478,65	00.072\$ 00.003\$ 00.052\$	00:0/1-55 00:0/1-55 00:0/1-55 00:0/1-55	00.071,E\$ 00.071,E\$ 00.071,E\$	7/20/2006 1 7/20/2006 1	8681/00/ 6681/00/ 6681/00/ 6681/00/	57249 57522 57549	.02 .02 .92 .92	natee Preston fruita Ediga (1) not ediga (1)	7 year	86849029 81198029 82686929 T
78, 1 07, 1 07, 1	E1.878,1 87.107,1 01.E07,1	AV AV AV	AVN AVN AVN	E1.873,1 87.107,1 01.E07,1	02.036,6 02.036,6 02.036,6 02.036,8	06.844,12 17.834,12 28.634,12	20005	58'69b'1\$ 11'89b'1\$ 06'8bb'1\$	00.072\$ 00.072\$ 00.072\$	00.071,52 00.071,52 00.071,52	00.071,E\$ 00.071,E\$ 00.071,E\$	1 9002/9/1 1 1/1/2006 1 2/1/2009 1 2/1/2009	6661/8/L 6661/8/L 6661/61/9	57022 57035 57238	05 05 05	Dell Repids Humboldt Goodwin	V year V year association V year	26789G28 68608988 7663738 76639988
2017 2017 2017 2018	20(28) 3(1) 25(21) C 27.761,2 24.889,1	AUG AU AU	GERAN AW AW	588912 27.751,2 28.838,1	3,360%0 3,360%0 3,360%0 3,600%0	62,164,12 66,448,12 66,448,12	966	10/00/25 20/00/25 20/00/25 20/00/25	00.072\$ 00.072\$ 00.072\$	00.071,62 00.071,62 00.071,63	60,021,030 23,170,00 00,071,64	900Z/Þ/9 \$ 600Z/L/S \$ 500Z/£/S \$ 600Z/L/S \$ 600Z/L/S	666 L/L/S 666 L/L/S 666 L/E/S	025/25 275/25 575/25 50/25	05 05 05 05	Salivovii Salice VdleS HosbuH	169/201 169/201 169/7 169/7	9210028 92101028 14065029
11,5 72,1 82,1	AVN 72.872,1 DS.583,1	18.ETTS AVN AVN	18.611,S A\N A\N		02.036,6 02.036,6 02.036,6	12,885,12 18,886,12	1 00:0\$	12,836,12 12,836,12 12,836,12	00.075 00.075 00.075	00.071,6 2 00.071,6 2 00.071,6 2	00,071,E2 00,071,E2 00,071,E2	1 900Z/5/b 1 900Z/5/b	6661/2/b 6661/2/b 6661/9/b	82478 S088-854 07672	°08	Bowdle Bowdle Pukwana	10 year association 7 year association 7 year association	60080CI29 888YOCI29
11,5 11,5 11,5 11,5	18.611,2 18.611,2 18.611,2 72.972,1	AW AW AW AW	AW AW AW AW	18.e11,2 18.e11,2 18.e11,2 72.e73,1	02.036,6 02.036,6 02.036,6 02.036,6	16,458,12 16,458,12 16,458,12 45,636,12		\$1,824.31 12,428,12 12,428,12 12,428,12 12,428,12	00,075\$ 00,075\$ 00,075\$	00.071,62 00.071,62 00.071,62	\$3,170,00 \$3,170,00 00,071,6\$	1 6002/5/b 1 6002/5/b 1 6002/5/b	666 L/S/b 666 L/S/b 666 L/S/b	82472 82472 82472 82472	.02 .02 .03 .03	Bowdle Groton Bowdle Bowdle	10 year 10 year 10 year 7 year association	Z5975CIS9
11,5 11,5 11,5 11,5 11,5 11,5 11,5 11,5	TE.TOT,S IS.201,S IE.ATZ,I	A'M A'W A'W	AVI AVI AVI	76.701,2 12.601,2 16.472,1	0S.036,6 0S.036,6 0S.036,6 0S.0308	27.818,12 bE.058,12 07.83E,12		27.818,1\$ \$E.028,1\$ 07.826,1\$	00.072\$ 00.072\$ 00.072\$	00'071,52 00.071,52 00.071,52	00'071'E\$ 00'071'E\$ \$3'170'00	1 8002/15/E 1 8002/15/E	6661/11/b 6661/11/b 6661/16/c 6661/62/c	82472 75472 44872	.as .as .as	Bowdie Eureka Kennebec	10 year 10 year 1 year association	80527028 80520088
01,2 01,2 01,2 01,5	68.201,S 68.201,S 64.301,S 76.701,S	AW AW AW AW	AW AW AW AW	56,001,2 52,201,2 34,301,2 75,701,2	02.036,6 02.036,6 02.036,6 02.036,6	er.er8,1\$ 81.718,1\$ 82.718,1\$ 87.818,1\$		91,518,1 \$ 81,718,1 \$ 80,718,1 \$ 87,818,1 \$	\$270,00 \$270,00 \$270,00	00.071,E\$ 00.071,E\$ 00.071,E\$	00.071,E\$ 00.071,E\$ 00.071,E\$	1 600Z/SZ/S 1 600Z/Z/SZ/S 1 600Z/Z/Z/S 1 600Z/Z/Z/S	3/22/1888 3/25/1888 3/25/1888	97544 82478 82478 82478	as as as as	Kennebec Onaka Bowdle Bowdle	16 year 16 year 16 year 16 year	65D5912 65D50571 65D505312 65D53187
10 5 30 7 30 7	706 706 706 706	05 0007 20 0507 20 0507 40 050	2001.7 21007 21007	56666 616666 616666 766666 766666	050985 071986 660983 650985		2 00/05 1 00/05 1 05/05	31 315 to 10 015 to 10 75 0 15 36 71 0 15	00000 00000 00000 00000	6767169 16667169 6867169 3637169	65 62 / 65 65 62 / 65 65 62 / 65 65 62 / 65	1 50000345 1 6000040 1 50000506 1 50000500	6669216 66694646 66694646 66694646	10825 10825 10825 14825	66 66 68	201001/2010 2010 2010 2010 4010/4012	ग्रह्म/हर्त्तु प्राचित्रीयः प्राचीत्रद्वीः प्राचीव्यक्ष्यसम्बद्धीः (75/16059 5:07:055 1 5:07:055 1
Calcula 2,096	Customera)	5096733 2096.33 2096.33	2,096.33 2,096.33	(ell Customera) 2,096,33 (2,096,33 (3,097)	XET 29162 OS.036,6 OS.036,5 OS.036,5 OS.036,5	Contracts	finance (note 1) 00.00 06512 10000	1nuomA ES.608,12	Charges \$270,00 \$200/5	53,170,000	T 1251100 00.071,6\$	20 alaC 3/17/1/2009 1 600/2/2/1/2 1 600/2/2/1/2	6661/21/6 6661/21/6 6661/31/6	9058-186 20095-186	49 GS 49 GS 44 GS	Milio Messington CHY	1 ype of contract	Account# 65D24363 T SSSSSSS
OT OMA sbulant a	barmaanU noW tot aunavaR eremoteuc CHA CHA noW)	DAPE AND AND AND AND AND AND AND AND AND AND	eanateili naewted a teglanhy bemsanU	Staff Calculated		"bemsenU" -norr no inuomA beonsniT	Aberdeen Financed	"bernsenU"	Equipment	· · -··	innomA 19q bevieces	How many Expiration contra	Contract	·		,,,,		
		 			STAFF WORK with sales tax							12/20/2002	:10 zA	5	toentroo bieq	List of South Dakoba pre	inications, inc.	mmoo 282 #InuoooA

S&S Communications, Inc.	List of South Dakota prepaid contracts	contracts	As Of: 12/20/2002	002						STAFF WORK					
				How					"I insarrad"	WHI SHIPS III.		At Difference	At-Risk Portion of AFC		.
Account# Type of contract	CHV	Slate Zipcoc	Contract Expira	many Amount Expiration contra received per Date cts contract	Amount ived per contract Total Received	Equipment Charges	"Uneamed" Amount	Owed to Aberdeen Financed Finance [note 1]	Amount on non- Financed Contracts	n. Total received sart calculated Principals Carenava (Paca Associated Included Incl	Staff Calculated nearmed income (all Customers)	between Principal & Cus Unearned Bi Revenue	Financed Re	venue for Non FC Customers (Non AFC customers)	AMOUNT Included in Bond
asjoyishiy is juga esseninin Solbiteriy il juga e	Money (Saling)	500 5785			120 San (75)			301.00		5) (50 <u>/2</u>)		1305.01		TE .	
6SD22733 7 year association 5	Platto Sorke	SD. 5736	59 9/30/1999 9/30/20 95 9/30/1999 9/30/20	006 2 164 1	3,170.00 \$6,340.00	\$270.00	\$3,275.95	\$0.00 f		6,720.40	3,526.97	3,626,97	3626,97	NA	ı J
6SD64708 7 year 6SD63129 7 year association 6SD46986 7 year	lpswich Henery Goodwin	451-63 572 572	10/4/1999 10/4/20 10/4/1999 10/4/20 10/4/1999 10/4/20	06 1 5 1 5 1 5	1.00 \$3,170.00 1.00 \$3,170.00 1.00 \$3,170.00	\$270.00 \$270.00 \$270.00	\$1,569.65 \$1,569.65 \$1.569.65		\$1,569.65 \$1,569.65 \$1.569.65	5 3,360.20 1,818.74 N/A 5 3,360.20 1,818.74 N/A 5 3,360.20 1,818.74 N/A	1,818,74 1,818,74 1,818,74	N N N	NA ANA	1,818.74 1,818.74	[
SSDPARIUM J. WATERSSOCIATION			(See Strategy			76 00			30,200 (E)	1507-00-16	80.20				觀想.
6SD28145 7 year 6SB26256 7/1987	Walsey Ruseau	SD. 5738 30 57:715 4	4 10/15/1999 10/15/20 2 10/25/13/19 10/25/1	-).00 \$ 3,170.00	\$270,00 -270.00	\$1,582.13 51,582.73	\$0,00 f		3,360.20 3,865,926	1,833,19 11,846-94	1,833.19 1-0-15-04	1833.19 1846(4)	N/A	M
	Ville (Ville)						7100 HO	30:30		**************************************			120	優量	
6SD01530 7 year 5316731 - Weinsterwalls	Wessington Springs	SD 5738	2 11/1/1999 11/1/20	006 1 \$3,170.00	1.00 \$3,170.00	\$270,00	\$1,601.41	1000	\$1,601.41		1,855,53	NIA	N/A	1,855.53	1,855
8 8		SD 5731	SD 新聞 57311 第11/4/1999 11/4/2008 11	13 THE	00.015/6\$	\$270.00	\$5,113.26	11.50.00		10,080.60	5,578.43 5,578.43	5,578.43 5,578.43	578	N/A 5,578.4:	cn as
59953893 /////// 6SD18737 5 year 8SBN8880 ///////		SD 5740	1 11/6/1999 11/1/6/20		\$5 519.00 \$5 \$19.00 \$2/70.00	\$270.00	\$2,908.81) 00.0\$		5,850.14	3,241.94	3,241.94	146	N/A.	
(55) (7 9) (7) (1) (55:00)(0) (55) (2):1 (7) (1) (55) (3):3 (7) (1)	ទើរប្រៀមជ្រើក ទិលៈព្រះ/ មិនត្រាប់ព្រះគ្រា	50 STANSON	Populi, despetiti Populi, essueriu Populi, essueriu	000 1 2 2 7 7 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0000,72 0000,72 0000		্যতান্ত জ্যান	Subje48	10, 100 To 10, 100 To	1,120,055 (4,010,00)	1035135 (0356) 1035165 (0356) 1035165 (0356)		10000000000000000000000000000000000000	
	Sioux Falls Alexandria	SD. 5710 SD 5731	SD. 57104 11/15/1999 11/15/2008 SD 57311 11/17/1999 11/17/2008 SD 57/702 0733 11/18/1999 11/18/2008	006 1 \$3,170,00 006 1 \$3,170,00	00 \$3,170.00 00 \$3,170.00	\$270.00 \$270.00	\$1,617.29 \$1,619.55	\$0.000 f	\$1,617.29	3,360.20 3,360.20	1,873.93 1,876.56	N/A 1,876.56	N/A 1876.58	1,873.93 N/A	
7 year	Flandreau	SD 5702	57028 11/24/1999 11/24/20	-		\$270.00	\$1,627.49	\$1,071.14 f		3,360.20	1,885.76 814.62 814.62	814.62	814,62	N/A 814.62	雌_
6SD26210 7 year 6SD26210 7 year	Alcester Miller		57362 11/26/1999 11/26/2006 57362 11/26/1999 11/26/2006			\$270.00 \$270.00	\$1,627.49 \$1,629.76	\$0.00 f	\$1,627.49	3,360.20 3,360.20	1,885.76 1,888.39	1,888.39	N/A 1888.39	1,885.76 N/A	1,885.76 1,888.39
65040295 Wallstonations 65006044 10 year	Eureka	SD 5743	57437 -11/29/1999 11/29/2009	995 11 \$3,170,00 009 1 \$3,170,00	0	\$270.00	\$2,013.25	And a the class is referred	\$2,013.25	3,360,20	2.332.73	160630 168639 108639 2332.73 N/A N/A	N/A	7.332.73 2.332.73	2 332 73
6SD80196 7 year association 6SD56162 7 year	Sissaton Yankton		57262 11/30/1999 11/30/2006 57078 12/4/1999 12/4/2006		.00 \$3,170.00 .00 \$3,170.00	\$270.00 \$270.00	\$1,634,30 \$1,638,83	\$0.00 f \$402.91 f		3,360.20 3,360.20	1,893.64 1,893.64 1,898.90 1,495.99	1,893.64 1,495.99	1893.64	NA NA	1,893.64
S. S. S. S. S. S. S. S. S. S. S. S. S. S						が最高	· 建原金额	20160		\$121 <u>30130</u>		1,899.00	· 医髓	NW 1480990	
6SD38652. 7 year 6S <u>984588</u> 8 7/1885	Harrold Wessington	SD 57536-690	1 12/7/1989 12/7/20	006 11 11 11 153 170:00	33,170.00	\$270.00	\$1,642.24	- III IIII	\$1,642.24	3,360.20 360.40		NIA		1,902.84	1,902.8
6SID#1998 / //esr 6SID#7952 / 7 year	Welkonds Wall	100	57790 12/13/1999 12/13/2006		100	\$270.00	\$1,649.04	69800	\$1,649.04	3,360.20		1,910.73 NA	ANA:	1,910,73 1,910,73 1,910,73	1,910,73
SSD17263 7vear	Silver Fills		57058 12/14/1999 12/14/2006		333	\$270.00	\$1,650.18			3 360 20		87 87	87 83	NIA NIA	
1 -1	Ashbon Bath	SD 57424 SD 57427	12/14/1999 12/14/1999	006 1 \$3,170.00 006 1 \$3,170.00		\$3,170.00 \$270.00 \$3,170.00 \$270.00	\$1,650.18 \$1,650.18	\$0.00	\$1,650.18	3,360.20 3,360.20		1,912.04 1,912.04 1912.04 1,912.04 N/A N/A	1912.04 N/A	1,912.04	1,912.04 1,912.04
1500052 View 1507/7356 View	Hongy Without					2001			The second	3,316,73			AN AN	i jor <i>ani</i>	100000
6505/7596873/7867 65050730 7 year 65037237 7 year association	Winner Burke	SD 57580 SD 57523	0 12/20/1999 12/20/2006 0 12/20/1999 12/20/2006 12/21/1999 12/21/2006		.00 \$3,170.00	100 Oct.	\$1,656.98	\$0.00		3,360.20	1,919.93		The same of the sa	wife.	. 鷹
6SD82461 7 year association				1 \$3,1/0.00		\$270.00	31,000.11	7		3,360.20 1,921.24 1,921.24 1921.24 N/A 1,921.24	1,921,24	1,919.93 1,921.24	1919.93 1921.24	N/A A/A	1,921,24

238 F T 241 F T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	233 T 66 234 F T 66 237 T 66 2	225 A 227 A 228 A 229 231 A 231 A	2221 2221 2221 A	216 217 218 219 A	209 A T 210 A T 211 A T 212 A T 213 A T 215 A	202 A 203 A 205 A 206 A 7	198 A 7	Cust count 188 A 188 A 199 A 1
SD/25189 7 year association for the following states of the following states o	SD(5945-5-704) SD(77905-7-794) SD(4840). 7 year a	ESPASOR (WESTER) ESPASOR (VESTER)	SD66179 7 year association SD69883 7 right SD13442 7 year association SD41642 7 year association SD41642 7 year association	SD57198 7 ye SD656504 7 ye SD65504 7 ye	SUBBLE 7 year association in the property of t	SD87542 7 yo SBBB212 7/1 SBB218 8 SBB05162 7 ye SBB182 7 ye SBB183 7 ye	SD23700 7 ya SSD23700 7 ya SSD14174 7 ya SSD14174 7 ya SSD181B 7 ya	Typescount Typescount
网络拉拉拉拉斯 计 医电影性的 计	ssoci	Walin Typar association Typar association Typar association Typar association Typar association	Yvear association Platto Prear association Platto Pyear association Platto Pyear association Strationd Pyear association Strationd		issolialion issociation association	r association II II II II II II II II II II II II II	year association veri association veri association veri association year association year	of contract in sociality in association in association in association in association
dioi Carpenier Assuring in Assuring in Hologo Hologo Cresbard Planterino Planterino Hologo Hologo Hologo Hologo Hologo Hologo Hologo Hologo Hologo Hologo Hologo Hologo	Abadiggi Ion Frankfort 1823 Ion Iroquois	Wassingthin Spedies Burke White Elidon Canton (red(figld)	Platto Woodle Platto Platto Stratford	tuline Estelline Flandreau Faitsflains!	Miller Wilsey Wessibilion Str Miller Wessington	New Effington Race Heights Washpookel Britton Britton Belli Felpics Lygns	Eureka Eureka (Markeyisiin oli Markeyisiin oli Markeyisiin oli Markeyisiin oli Markeyisiin oli Markeyisiin oli Mitchell (Mitchell oli Mitchell oli M	Chy Udalangub Rosea Wassingun Ros Helphs Tussingunisi Gaulinu
選: 記事 S S A 記事 * S D	SD	\$50 \$50 \$50 \$450 \$450 \$450 \$450 \$450 \$45			50 50 50 50 50 50 50 50 50 50 50 50 50 5	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		S S S S S S S S S S S S S S S S S S S
57322-9721 5730 5740 57435 57435 57435 57435 57435 57550	SD 5735-8705 27212000	572; 570;	369-6007 369-9519 369-9519 57474	123				
2/22/2000 2 2/22/2003 2/22/2003 2/22/2003 3/1/2000 3 3/2/2003	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1/29/2000 1 1/29/2000 1 1/29/2000 1 1/31/2000 1	127/2000 1/27/2000 1/27/2000	1996	57255 11/12000 31/1/12007 5757 15/1/2/05 16/12/05/ 5750 11/12/05/ 5750 11/12/05/ 11/	57437 (JAZOO) (JAZOO) 57437 (JAZOO) (JAZOO) 57437 (JAZOO) (JAZOO) 57435 (JAZOO) (JAZOO) 57435 (JAZOO) (JAZOO) 57301 (JAZOO) (JAZOO) 57301 (JAZOO) (JAZOO) 57301 (JAZOO) (JAZOO)	Contract Exp Data 1223 1233 1233 1223 1233 1233 1223 1233 123
20 2/22/2007 : NEE 24 24 25 25 25 25 25 25 25 25 25 25 25 25 25	2/17/2007/555 (4) 2/21/2007/555 (4)	11/19/07 11/19/17 12/12/07 1 2/17/007 2/17/2007 2/17/2007 1/17/2007 1/17/2007	1/29/2007 4 1/29/2007 1 1/29/2007 3 1/31/2007 3	1/2//2007 1 1/2//2007 2	1202007 1 1202007 1 1202007 1	////2007///2955/1 //////////////////////////////////	1/3/2007 1 1/3/2007 1 1/3/2007 1 1/6/2007 1 1/6/2007 1	How many Expiration contract Date cts (1) (2) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4
\$3,170.001 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00	53/170.00 4/5	\$3,170,00 \$3,170,00 \$3,170,00 \$3,170,00 \$3,170,00 \$3,170,00		\$3,170.00 \$3,170.00 \$3,170.00	\$3,170,00 \$3,170,00 \$3,170,00	報信 33/170.00	\$3,170.00 \$3,170.00 \$3,170.00 \$3,170.00	Amount received per contract 33,170,00 53,177,
\$12,660.00 50 (1635) 51 (1705) 53 (1705) 53 (1706) 53 (1706) 53 (1706) 54 (1706)	\$3,170.00 105,\$3,170.00	\$3170.00 \$3170.00 \$6,340.00 \$6,340.00 \$6,340.00 \$1,170.00	\$12,680.00 \$5517(113) \$9,510.00 \$9,510.00 \$4,510.00		\$3,170.00 \$3,170.00 \$3,170.00	\$5170.00 7619 8635243.00 17618 39 7618		Total Received 38, 73100 33, 770,00 33, 770,00 33, 770,00 33, 770,00 33, 770,00 33, 770,00
\$270.00	\$3,170.00 \$270.00 E	\$270.00 \$270.00 \$270.00 \$270.00 \$270.00	\$270.00 \$270.00 \$270.00 \$270.00		\$270.00		\$270.00 (\$ \$270.00 (\$	Equipment Charges 5.7% 58 5.7% 58 5.7% 50 5.7%
\$7,401.35 1,393 1,393 1,393 1,38,18 1,38,18 1,31,31 1,31,31 1,31,31 1,31,31 1,31,31	\$11723.90 \$3,617.78	\$1,708.02 \$1,708.02 \$3,584.55 \$3,584.55 \$1,713.69 \$1,713.69	\$7,284.87 \$1,792.95 \$5,424.03 \$5,431.26 31,77	\$1,700.08 \$3,558.44	\$1,692.14 \$1,692.14 \$1,692.14	\$1681.63 [38] [38] [38] [38] [38] [38]	\$1,672.86 \$1,672.86 \$1,678.26 \$1,678.26 \$1,678.26	"Unearnod" Amount 16932 16933 16933 169492 169332 169332 169332
		00.00 00	\$0.00 \$0.00 \$0.00	\$576BB758	\$0.00	\$0.00 10.00 50.00 50.00 50.00 50.00	00.03 00.03 00.03 00.03 00.03 00.03 00.03 00.03 00.03 00.03 00.03	Owed to Abordeen Finance (note 15,7,0) (1,
\$7,401.35 \$1,001.35 \$1,001.05 \$1,730.10 \$1,730.10 \$1,001.05 \$1,001.05 \$1,001.05		\$1,713.69		\$1,700.08 \$3,558.44	\$1,692.14	\$1,728.60	\$1,672,86	"Unearned" Amount on non- Amount of Financed to 1 Contracts 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		3,500,20 1,977,75 1,979,75 1,9	13,4 699 10,0 10,0	3,3 0.08 3,3 8,44 8,7		60		d" Total res by Sas s Sales 1 333
13,440.80 8,0 13,840.80 1, 13,860.80 13,860.90 2,0 13,860.20 2,0 13,860.20 1,0 13,860.20 1,0 13,860.20 1,0 13,860.20 1,0 13,860.20 1,0	3,360,20 1,9 3,360,20 1,9 6,720,40 4,0	1929 113 2020 1,5 2040 2040 3,9 2040 3,9 5020 1,9	40.80 7,8 80.60 5,9 80.60 5,9 80.60 5,9	3,360.20 1,5 3,360.20 1,5 6,720.40 3,5	PERSONAL PROPERTY.			eived suff ca with Unsamed fax (all cu) 1867.8 (all cu) 1867.8 (all cu) 1867.8 (all cu) 1867.8 (all cu) 1867.8 (all cu)
8,016;12) NA 1,776;33 BIA 1,776;33 BIA 1,776;33 BIA 1,776;33 BIA 1,776;35 BIA 1,776;35 BIA 1,776;36 BIA 1,776	1,55101 JUA 1,597,46 NA 4,005,43 NA	7715 1807 7745 1976 79.06 1,979.0 68.64 3,968.0 68.64 3,968.0 85.63 N	89.97 7,889; 2019 41970 17.47 5,917.0 25.36 5,925.1	1,965.86 N/A 1,965.86 N/A 3,939.73 N/A	150 65 150 46 150 65 150 65 150 65 150 65 150 66 150 66 150 66 150 66	1,948.84 1,948.84 1,948.84 1,948.84 1,948.93 1,958.93 1,956.40 NA 1,956.40 NA 1,956.40 1,956.78	11938.32 N/A 14938.32 N/A 14940.35 11948.07 1942.27 1,942.27 1,942.27 1,942.27 1,942.27 1,942.27	
A NA Bulling A NA A NA Bulling	NIA NIA NIA NIA NIA NIA	13 1251.63 1979.06 1979.06 19 3968.64 14 3968.64 14 3968.64	77 7889.97 9 197299 17 5917.47 16 5925.38	NA NA	1980 1980 1980 1980 1980 1980 1980 1980	194 1948 84 1948 84 1948 84 1958 87 1958 87 1958 87 1958 87 1958 87		Al-Hak Potton of AFE between Enhanced E Pennan
	1,997.46 1,997.46 4,005.43	JIA NIA NIA NIA NIA 1,985.63	NIA NIA NIA	1,969.86 3,939.73	19//A 19//A 1,950.66	N/ N/ 1,996.40		HAM Portion Uncarred of AFE Income To AFE Customare To AFE Customare To AFE Customare To AFE Customare To AFE Customare To AFE Customare To AFE Customare To AFE Customare To AFE Customare To AFE CUSTOMARE TO AF
8,016.12. 8,016.12 1,176.72	1,997,46 1,997,46 4,005,43 4,005,43	1,979.06 3,966.64 3,968.64 1,965.63	13.401.00 7.609.97 7.699.97 7.899.97 W.A. 7.699.97 W.A. 7.	1,969,55 1,969,86 3,939,73	(2006) (2006) (3006) (3006) (4960.66 1,960.66	NIA 1,948,84 NIA 1,948,84 1918 1,948,98 1918 1,948,40 1,948,40 1,948,40 1,948,40 1,948,40 1,948,40 1,948,70	1,938.32 2 1,938.32 2 1,936.99 1,932.27 1,942.27 1,942.27 1,942.27	

6SD257.11	65019760 4 yaar		1 85 32517	6SD02571		65D1/020 4 year 65D88130 5 year 1 65088843 67/68		6SD58888 6SD15294	6SD33501	6SD32365 4 year 6SD42942 4 year		6SD64354	6SD20930	6SD52418		5	6SD42353	6SD54098		1 BSB8G85	Capatings Capatings	Account#	
7 year association	4 year Gwai Gwai	HANDLE STATE	7 year association					35D58888 4 year 35D15294 5 year association	7 year association 4 year	4 year 4 year				8 4 year	100 mm	7 year	oyear association	7. year association	5 year Syear Syear	6 year association	nother assertion Z (2008)	Type of contract	
Genyaberg Wilipskops Fauldon Mikrik	Alpain Molanghin	Salay Majagiya	Frankórt	Hurley	Rea Heights	Highmore Clearfield	Timberleite Timberleite		Winfred Rapid City	Gettysburg Mobridge	ACTION	Geltysburg	ociation Faulkton	Britton	illijimars Realigis Xijjamor Vijamoriji Vijamoriji			Willow Lake	St Onge Spoidh			CIV	
8D 80	(4) (4) E	9E	(SD)	SD	(S)	SD SD SD	36 (46	SD SD	88	S S	988			υj	38888	SD	90		88 88	SD 57	sh Sh	State	
57438			57440	57036 5	5/3/1 5	SD 57580 ST8/2000 ST8/2005 SD 57580 ST8/2000 ST8/2005 SEA 574/14 ST8/20/30 ST8/20/1985		57601 5 57471 5	57076 t			SD: 57442 4/18/2000 4/18/2004	57438 4	430-0627		57642	57437 3	57278-5401	57779 3	SD 57783-2036 3/15/2000 3/15/2006	57/01 3	Zipcode	
77/2000 7/	9,2000	006 055250000 006 056255000		30/2000 5/3	21/2000	18/2000 5/1 98/2000 5/1	(15) <u>10</u> 10 (5)	5/11/2000 5/1 5/11/2000 5/1				18/2000 4/1	4/11/2000 4/1	族	1/1/2015 1/1/2015 1/1/2015 1/1/2016 1/1/2016 1/1/2016		and the	17/2000 3/17/	3/15/2000 3/15/2005 3/15/2000 3/15/2005 3/15/2000 3/15/2005	15/2000 3/1	EZOCIANE SOCIANE NOTANE	Contract Ex	
7/2007 2	9,000	1000	67/2007; 4	0/2006 1	1 9002/L	8/2005 1 1/2/09/6	enter in	5/11/2004 1 5/11/2005 1	5/9/2007 2 5/10/2004 1	5/2/2004 1 5/4/2004 1		8/2004 1		4/6/2004 1	12000 12000	4/1/2007 1	3/28/2007 1	7/2007/====1			192007	How many Expiration contra	
\$3,170.00	10 5 10 10 10 10 10 10 10 10 10 10 10 10 10		100.02VES	\$3,170,00	\$3,170.00	1 \$3,170.00 1 \$3,170.00		\$5,519.00 \$1,837.65	\$3,170.00 \$5,519.00	\$5,519.00 \$5,519.00		100		\$3170.00		\$3,170.00	\$3,170.00	\$3,17,0.00	\$3,170.00	\$3,675.03	65 540 00	Amount received per contract	
\$6,340.00	1000		512,680.00		\$3,170.00	\$5,519.00 \$3,170.00		\$5,519.00 \$1,837.60					1.00	4	2170 <u>00</u>			1	\$3,170.00		25 E E E E E E E E E E E E E E E E E E E	Total Received	
\$270.00	200	- 15-76 BIO	\$270.00		\$270.00		(0,000) (0,000)	\$270,00 \$270,00							100 cm		\$270.00	\$270.00	\$270.00		C370 00	Equipment d Charges	
\$3,942,18			57,914.05	3.9	2.0	\$1,846.57 \$1,397.59	175											11758.34	\$1,295.95 51,295.95	\$3,172.81 \$1,835.39	20 170 0	"Unearned" Amount	
100 March 100 Ma	1 min 104/427/c4 (Page	1.7			(D):2(3)// (1980				. .				0			Owed to Absideen Financec t Finance (note 1)	
\$3,942.18	1000		\$7,914.05	\$1,663.76	\$1,651.85	\$1,846.67 \$1,397.59			\$3,802.06 \$1,821.52	\$1,792,78 \$1,799,97	37750	\$1,742.48	\$677.57	\$938.88		\$1,773,36 \$1,892,815	選馬	\$1,756.34	\$1,295.95 5,139594	\$1,835,39 \$1,835,39	S 470 84	*Unsamed* Amount on non- Financed Contracts	
6,720.40	3/00/14	2000	13,440,80	3,360.20	3,360.20 23(5)(2)	167 5,850,14 2,058,18 NA N 159 3,960,20 1,619,37 NA N 159 2,860,999 31,618,35 TN/A NA	9,000,00	WB	6,720.40 5,850.14	5,850.14 5,850.14			1,841.93 850.35	3,360.20	3,250,20 3,250,20 3,550,20 3,550,20	3,360.20	3,360.20	3,360.20	3,360.20 89,	3,895,53 2,099,78 NA NA		Total received Staff Calculated by S&S with Uncarned Income Sales Tax (all Customen)	
4,364.58	S()[2]		8,571.40	1,927.70	1,913.9	2,058.18 1,619.31	2007/00	2	4,209.45 2,030.13				850.35	1,087.87					1,501.60 - 1,501.60 - 1,501.56	3,536,16 3,59 <u>6,59</u> 2,099,78		Staff Calculate Uncarned Incom (all Customen	
.NA	(FBC)1-	1900 - 1900 1900 - 1900 1900 - 1900	8,571.40 NA	NA	NA NA	NA NA				N/A		, NA						100	NA NA	NA NA		Difference between Principal & Uncarned Revenue	
NA NA	VIOLET TIMES IN NA		NIA	NA	NA NA	NA NA			S S	N/A		NA	N/A	NA	(1) (1) (1)	N/A N/A	NIA	NIA	N.A	NA NA		Risk Parliar of AFC Financer fromer (Te included in Band	
H. H	NA.		8,571,40	1,927.78	1,913,98	2,058.16 1,619.37		2,034.13 931.28	4,209.45	1,998.10 2.006.11		1,942.04	850.35				2,049.51		1,501.60	3,336.16		Unearned Revanue for Non AFC Customers (Non AFC customers) customers	
4,364,5			8,571.40									1,942.04				2,054.	2,049.51		996	3,536.16 2,099.78		TOTAL AMOUNT Included In Bond Calculation	

}

369 F 370 E8	т т>	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	344 343 344 A A A A A A A A A A A A A A	335 336 337 338 338 340 341 341 341 342		318 A T 328 A T 328 A T 322 A	> > 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 =	ΣŞ
6SD29443 4 year 6SD29609 6 year 6SD52609 6 year	SDB1///GP/9/401	SD23776 4 year SSD23109 6 year SSD51109 6 year SSD51276 6 year SSD23276 4 year	SU52112 / year SU5269 6 year SU5076 6 year SU50776 4 year SU50438 4 year SU50438 4 year SU50438 4 year	SDESSESSES STATES	SOBSTAN SWAN	1949534 6 year 1952604 6 year 1955744 6 year 1975915 6 year 1975917 4 year 197247 4 year	SD47381 6 yoar SD47674 D)yoo SD47691 (6yyaa) SD48501 9yyaa SD48501 4yoog SD48501 4yoog		Account#
	en en en en en en en en en en en en en e	yoar year year year year	year association year year year year year year	elf bar bar association all secondary bar secondary	or or or	ari Ori Ori Ori Ori Ori Ori Ori Ori Ori O		Type of contract (August 1977) (August 1977) (August 1977) (August 1977)	ations, inc.
McLaughlin Pierre	Chamberfair Hoven Timber Lake Bowdle	Pine Ridge Pine Ridge Ludlow Hoven Mission	Westport Seneca Presho Mobridge Bowdie Watertown	Hadis Bute Hoven Lake Andes Hedysta Avon	Tinjbaj kate Santes Menno Husipa Husipa Huko Burko Wildbirdig Timber Laka	Lettoriesto: Kyle: Kyle: Kyle: Guidle: Rapid City Hyde: Guidsburg Guidsburg Ulies Widnitie	Lingford Set Suids Vulgat Tävar Piloto Modritige Milospor	Clly Aganny Aganny Balon Buris Wittels Wittels	List of Sour
									List of South Dakota prepaid contracts
SD SD	S S S S S S S S S S S S S S S S S S S			SD SD 5735 SD 5735 SD SD	SD STARS SD STARS SD STARS SD STARS SD STARS SD STARS SD STARS SD STARS	SD SD SD SD SD SD SD SD		Sinto Z Sin T Sin Sin Sin Sin Sin	d contracts
57642 11 57501 11 57584 111		57770 10/1 57775 10/1 57755 10/1 57450 10/1 57555 10/1	57473 9/2 57473 9/2 57568 9/2 57601 10, 57428 10, 57201 10	57450 9/1 57450 9/1 5-6730 9/1 5-7315 9/1 57315 9/1	57045 883 57045 883 57041 93 57523 97 57656 98	57752 1721200 57752 175130 57701 1841200 57742 1818200 57442 1818200	#57454 #27/1 #753 #753 # #753	Incode Friday	
	107.372.000 107.372.006 107.372.000 107.372.006 107.572.000 107.572.006 107.572.000 107.572.006 117172.000 117172.006 117172.006	10/14/2000 10/1 10/16/2000 10/1 10/16/2000 10/1 10/18/2000 10/1 10/19/2000 10/1	9/2/12/00 9/2 9/2/2000 9/2 9/2/7/2000 9/2 10/2/2000 10 10/4/2000 10 10/5/2000 10	변화 독권원이 발표원인의 발표보인의 50 57450 9/162000 9/162001 50 6735-6730 9/162000 9/162007 50 6735-6730 9/162000 9/162007 50 6735-8 9/162000 9/162006 50 57315 9/162000 9/162006 50 57315 9/162000 9/162006 50 57315 9/16200	9/6/2000 8 9/6/2000 8	\$0.000	57454.18471.772000.18571.772000 1859.1859.1859.1859.1859.1859.1859.1859.	Contract Expenses of the contract Expenses of	25 (1)
11/8/2004 11/9/2006	10/23/2006 10/25/2006 10/25/2006 10/29/2006 11/1/2006	10/14/2004 10/14/2004 10/16/2006 10/18/2006 10/19/2004	912 112007 912672006 912772006 912772004 10727204 10472004 10472004		30/1/2008 80/1/2004 (10.08) 50/1/2008 51/2/2008 51/2/2008 6/6/2008		7/2008) \$ 14/2008 7/20085 7/20085 7/20085 7/20085 7/20085 7/20085	That Toon Ho	1515015005
1 \$5,519.00 1 \$3,170.00	1 \$3,170.00 1 \$3,170.00 1 \$3,170.00 1 \$3,170.00 1 \$3,170.00	1 \$5,519.00 1 \$3,170.00 1 \$3,170.00 1 \$3,170.00	\$3,170.00 1 \$3,170.00 1 \$3,170.00 1 \$5,519.00 2 \$5,519.00 5 \$5,519.00	1 \$3,170,00 1 \$3,170,00 5 \$3,170,00 1 \$3,170,00 1 \$3,170,00	1 \$3,170.00	155 155 155 165 165 165 165 165 165 165	10 23170.000 20 721918 21 76 30 21 74 100 23 79 14	w Amount a received per ta received to the contract to the con	
								unt per act Total Received 187 1-32-319120 181 1-32-319 181 1-32-319 181 1-32-319 181 1-32-319	
	88888	8888		\$3,170,00 \$2 \$3,170,00 \$2 \$15,850,00 \$2 \$5,57,419,99 \$2 \$3,170,00 \$2	518.00 \$7 518.00 \$7 170.00 \$7	13470.00 \$270.00 \$15470.00 \$270.00 \$3170.00 \$270.00 \$5559.00 \$270.00 \$559.00 \$270.00	\$3,170.00 \$2 5,170.00 \$2 5,170.00 6,170.00 6,170.00 6,170.00 7,170	TENNIS SERVE	
	\$270.00 \$270.00 \$270.00 \$270.00 \$270.00		\$270.00 \$270.00 \$270.00 \$270.00 \$270.00 \$270.00 \$270.00	03 (152/4/16)3 00 \$270.00 00 \$270.00 00 \$270.00 10 \$270.00	\$270.00 \$270.00 \$270.00 \$270.00 \$270.00 \$270.00	\$270.00 (A) (A) (A) (A) (A) (A) (A) (A) (A) (A)	0.00 (1.63) (1.63) (1.63) (1.63) (1.63) (1.63) (1.63) (1.63)	Equipment Charges STATES	
\$2,475.40 \$1,879.51	\$1,857.01 \$1,859.65 \$1,864.95 \$1,868.92	\$2,385.58 \$2,385.58 \$1,847.74 \$1,850.39 \$2,403.55	\$1,821.27 \$1,822.59 \$2,342.47 \$4,820.17 \$1,2250.43	\$1,808.03 \$1,655.24 \$10,551.24 \$1,810.68 \$1,810.68	\$2,227.50 \$2,785.00 \$1,789.50 \$1,789.50 \$1,794.80	\$1,732.59 M \$1,747.15 M \$21,144.87 M	\$11/27/29 \$3 2.2.2.3.5 7.29.5.1 7.29.5.1 7.20.5.1	Unearned Amount	
\$3,022.95	\$1,944.80 \$1,799.33	\$3,469.16 \$1,834.55 \$1,808.09 \$3,596.93	\$1,713.54 \$1,705.08 \$0.00	\$1,732.46 \$1,854.50 \$1,854.50	735,111 Y	\$1,770.0 \$2,700.0 \$1,732.5 \$0.00 [\$1,580.28 \$3,550 \$3,000 \$2,450,000 \$3	Owed to Aberdeen Finance Finance Including Bases 1 Bas	
\$1,879.51 \$1,884.80	\$1,857.01 \$1,864.95	3.39	\$2,342.47 \$12,250.43	\$10,551,24	\$2,227.50 \$1,789.50 \$1,789.50	\$1,747.15 \$2,144.87	1 July 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	"Unearned" Arrount on non- Financed Contracts (2004/98)	13
5,850.14 3,360.20	3,360.20 3,360.20 3,360.20 3,360.20 3,360.20	5,850.14 5,850.14 3,360.20 3,360.20 5,850.14	3,360.20 3,360.20 3,360.14 11,700.28 29,250.70	3,360,20 16,801.00 6859,44 3,360.20 3,360.20	3,850,14 5,850,14 3,360,20 3,360,20 3,360,20 3,360,20	3,360,20 3,360,20 3,360,20 3,360,20 4,565,14 5,850,14	3,360,20 2,001,40 441,14 441,14 NA 441,14 SESSER SE	Total received by SRS with Sales Tax 155010	with sales tax
2,758.90 2,177.77 2,183.90				2,094. 11,376. 12,098. 12,098. 2,098.	188920 AMBRY 188920 AMBRY 5.860,14 2,482.61 2,482.20 2,073.48 3,360.20 2,073.48 3,360.20 2,079.61	3,960,20 20,000,000,000,000,000,000,000,000,	2,001. 2,001. 2,003. 2,003. 2,003. 2,003. 2,003. 3,003.	Staff Calculated Unearned Income (all Customers) (all Customer	
.90 -284.05 .77 N/A	.59 NVA .76 209.96 .90 NVA .50 366.17	.79 -810.37 .79 -810.37 .96 306.41 .93 335.94 .81 -918.12	29 396.75 29 396.75 82 406.74 NIA 74 NIA 50 5,237.50 76 NIA	2,094,95 362,49 11,376,14 NA 2,966,697 259,698 2,098,02 243,52 2,098,02 243,52 2,098,02 243,52	188 NA 1910	63 2,007.5 53 2,007.5 60 160 40 Nu 51 Nu 51 Nu	.40 441.14 .00 2004.15 .00 2004.15 .00 2004.15 .00 15 .00 15 .00 15 .00 15 .00 15	Difference between ded Principal and Unparmed ars) Revenue (8) 300 200 80 300 300 100 300 100 300	
		30	39 40 52		N 3675	1989/09	4-1-1-441.14 9-00/15/16/16 9-00/16/16/16/16/16/16/16/16/16/16/16/16/16/	A-Risk Portion A-Franced Re Financed Re Control Re Benefic Re Bene	
		NIA 8.41 5.94 NIA		362.49 N/A 11.37 N/JA 12.37 243.52 243.52	NIA 2,482.51 NIA 2,482.51 INIA 2,073.48 NIA 2,073.48 367.91 NIA	17.53 1008 1008 2,02 1015 1016 2,39	14 14 14 14 14 14 14 14 14 14 14 14 14 1	Revenu AFC O	
N/A 2,177.77 2 2,183.90 2		N A A A	NA NA NA 2,610,74 2 2,810,74 5 13,113,76 13	NIA 11,378,14 11 11,378,14 11 NIA NIA		N/A 2 N/A 2 N/A 2 N/A 2 N/A 2 N/A 2	NIA HILE HILE	[10] [10] [10] [10] [10] [10] [10] [10]	
0.00 2,1 <i>77.77</i> 2,183.90	2,151.69 2,09.96 209.96 2,160.90 366.17	0.00 306.41 335.94 0.00	396,75 406,74 2,610,74 5,237,50 13,113,76	362,49 11,378,14 11,378,14 243,52 243,52	2,482.61 2,482.61 2,5%9.41 2,073.48 2,073.48 367.91	2,007,53 2,007,53 2,024,40 599(6) 2,390,51 2,390,51	441.14 5691416 5691416 5681416 5681416	TOTAL AMOUNT Included in Bond Calculation 221270 301290 301290 301290 301290 301290 301290 301290	

150 (150) 150 (150)		1,000,000,000,000,000,000,000,000,000,0	6SD56443 6y 6SD36141 7y 6SD12784 5y	6SD74547 6y 6SD33776 5y	Interest	6SD55778 6 year	6SD02898 6 year	6SD91327 5 year 6SD33609 5 year	6SD43477 2 year 6SD39916 10 year 6SD23943 4 year	6SD55276 6 year	6505494666Vella	8SD54443 6 y 8SD54609 6 y	6SD80565 2 y	(100 FEETS)	6SD24011 2 year	6SD89305 2 year	6SD53443 6 y	6SD53276 6 y	6502266924848 65021825865888 65055209 5 year	6SD34436 6 year	Account# Tyl	Account
			ssociation	074547 6 year association 033776 5 year		(call					least to the second	/ear /ear	2 year 2 year 7 7 year association	5 -9/218 : 5 -77/218 :	/ear	/92r	lear lear	6 year association 3 year	lear Lear	/ear /ear	Type of contract	
Bluni Klugoviso	Heigh Eswille Phillip	Tember Lates Westpool	Twin Brooks Delment Miller	Viborg Highmore		Mobridge Isagion	Aberdeen Mendow	Sioux Falls Redfield	Pierre <u>Historialis</u> Warner	Gratan	DECEMBER 1		Miller Huron Britton	isabali Millin	Wessington	Wessington St. Lawrence	Egan	Trail City Mission	ie Pieno Wessingion Springs Platto	Mitchell Mitchell	City	
or is in	麗 こし	\$ B	SD SD 57	SD SD	1.45 mil	ds ds	SD SD		SD SD	/% ·	100		888	(de:		3 8 g	88	88	018 018	SD SD	State	
57615 1605	57.80 S 57567 S	100 000 000 000 000 000 000 000 000 000	57269 4 57330-5911 1 57362 1	57070 4 57345 4	<u> </u>	SD 57601 4/10/2001 4/10/2007 SD 570113 111 14000 111 141007	57401	57104 3/22/2001 3/22/2006 57469 4/2/2001 4/2/2008	-57501 3/16/2001 3/16/2003 3/16/2000	57445 2	57787	57638 1 57645 1	57362 1/15/2001 1/15/2003 57350 1/16/2001 1/16/2003 57430 1/17/2001 1/17/2008	nagazardi colekteri Hagazardiki	57381 1	57381 1 57373 1			57369 1	57301 11 57301 11	Zipcode	
5/20/19/20/1 5/20/20/20/1 5/20/20/20/20/20/20/20/20/20/20/20/20/20/	9222091 92312001 5/31/2001	SOUTH STATES	4/30/2001 4 5/2/2001 5/3/2001	4/27/2001 4 4/27/2001 4		/10/2001 4 /15/2001 4	4/6/2001 4/6/2001	722/2001 3 4/2/2001	116/2001 3 20/2001 3 21/2001 3	22/2001 2		19/2001 1 23/2001 1	152001 1 162001 1 172001 1	n videkalini E kapitalili		/11/2001 1	2/27/2000 12		12/2/2000 1	11/16/2000 11		
				42		10/2007 1 (13/25/07 1)	4/6/2007 1 (19/2007 1	72/2006 3 4/2/2006 1	16/2003 1 26/2395 3 4 21/2005 1	22/2007 1		19/2007 1 23/2007 1	15/2003 1 16/2003 1 17/2008 3) <u>estació</u> lus (196	1/11/2003 1	1/11/2003 1	27/2006 1	12/6/2006 1 12/21/2003 1	_	11/16/2006 1 11/16/2006 1	How many contra	
030000 ES	1	55 770 00	\$3,170.00 \$3,170.00 \$5,519.00	\$3,875.00 \$2,700.00	33.7/0000	\$3,170.00 58,000	\$3,170.00	\$5,519.00 \$2,700.00	1 \$1,350.00 \$1,350.00 1 \$2,700.00 \$2,700.00	\$3,170.00		\$3,170.00 \$3,170.00	\$1,350,00 \$1,350,00 \$3,170,00	(12) (13) (13) (13) (13) (13) (13) (13) (13	\$1,350.00	\$1,350.00	\$3,170.00	\$1,847.00 \$5,519.00	\$3,170.00	\$3,170.00 \$1,837.65	Amount received per contract Total Received	
100 TO 10	35,519.00 \$5,519.00	35,000,00	\$3,170.00 \$3,170.00 \$5,519.00	\$3,675.00 \$2,700.00	15117/01/01	\$3,170.00 Goldwyddiad	\$3,170.00	\$16,557.00 \$2,700.00	\$1,350.00 \$2,700.00	\$3,170,00			\$1,350.00 \$1,350.00	950000 010000	\$1,350.00	\$1,350.00	\$3,170.00	\$1,847.00 \$5,519.00	35 35 55 55 55 55 55 55 55 55 55 55 55 5	\$3,170.00 \$1,837.65	otal Received	
527880 527900 527900	\$270.00	370,00	\$270.00 \$270.00 \$270.00	\$270.00 \$270.00	Party Comple	\$270.00	\$270.00	\$270.00 \$270.00	\$270.00 \$270.00 \$270.00	\$270.00	0000	\$270.00 \$270.00	\$270.00 \$270.00	9(3)(5)(5)(5)	\$270,00	\$270.00	\$270.00	\$270.00 \$270.00	\$270.00	\$270.00 \$270.00	Equipment Charges	
· 格里 · ·	24. (13) 28 32. (15) 615 33. (15) 615		\$2,107.17 \$2,222.92 \$3,535.74	\$2,469.44 \$1,628.87	10 miles	0 \$270.00 \$2,080.69 22,080.69	\$2,075,40	\$10,596,36 \$1,595.60	\$127.23 \$6,09,26 \$1,367.19	\$2,018.48	200100	\$1,973.48 \$1,978.78	\$38.47 \$39.95 \$6,707.25	527/15101	\$32.55	\$32.55	\$1,943.04	\$1,041.50	\$1 712 05	\$1,888.77 \$1,021.01	"Unearned" Amount	
G		ÿ		0		<u>o</u>			\$127.23 \$1(99)26 \$1,367.19	\$2,226.10 f		\$2,060.75 f \$1,909,87 f			\$0.00 f	\$2,202.57 I	\$1,955.20 f	\$0.00 f \$2.237.64 f	52,125,002		Owad to Aberdeen Financed Finance [note 1]	
	\$3,208.32	15 (15 to 15	\$2,107.17 \$2,222.92 \$3,535.74	\$2,489.44 \$1,628.87		\$2,080.69 \$2,080.69	\$2,075.40	\$10,596.36 \$1,595.60	\$127.23 \$1309826 \$1,367.19	+0.c10/2¢		1	\$38.47 \$39.95	21/01/05		\$32.55		-	\$2,522.01] \$1,712.05	\$1,888.77 \$1,021.01	"Unearned" Amount on non- Financed Contracts	
5,850,14 3,850,70 5,860,14	335030 2,0550 335030 2,0550 5,650.14 3,575.75	1950 III	3,360.20 3,360.20 5,850.14	3,895.50 2,862.00	3,500,20	3,360.20 3,860.20	3,350 20 2,404.74 N/A N/A 2,404.74 2,404.74 2,404.74 3,500 20 2,404.74 N/A N/A 2,404.74 2,404.74 3,500 20 2,404.74 N/A N/A 2,404.74 2,404.74 3,400 20 2,404.74 N/A 2,404.74 3,400 20 2,404.74 3,400 20 2,404.74 N/A 2,404.74 3,400 20 2,400 20 2,400 2	17,550.42 2,862.00	1,431.00 5859141 = 4 2,862.00	3,360.20	1020020 1020020	3,360,20 3,360,20	1,431.00 1,431.00	5350 <u>7</u> 0	1,431.00	1,431.00	3,360.20	1,957.82 5,850.14	06,098 t. 07,099 t. 131,059 t.	3,360,20 1,947.91	Total received by S&S with L	
	2,75,78 3,75,75	1,707 (II) 11,757 (II)	2,441.55 2,575.67 3,940.67	2,825.17 1,918.45	S. (B. 10)	2,410.88 2,420.68	2,404.74	11,418.35 1,879.27	168,58 1,610,24	2,338.80	0916795	2,286.65 2,292.79	50.97 52.93 7.311.98	307.13	43.13	43.13	2,251.36	1,293.00	2(8)(4.95) 22-0(-5)	2,188.50 1,268.67	Staff Calculated Unsamed Income (all Customers)	
				N/A N/A		N/A	N/A	N NA	NA AIN	112.70		•	Z Z Z	Vini	43.13	NA 0.18	296.18	1,293.00 -282.25	NIA NIA NIA	Z Z	Difference between Principal & Uncarned	
	N/A		N N N	NIA NA	Ville	NIA NIA	N/A	NA NA	168,58 N/A N/A 159,597(1)	112.7	COLUMN TO SERVICE SERV	225.9 382.92	N N N	IM _o	43.13	70.18 N/A	296.18	1283 NA	NIA BENDA	NA AN	At-Risk Portion of AFC of AFC n Financed the Customer (To the Be included in Be and)	
2,000,00 (4,000,00) (4,000,00)	2.185.03 3.575.75	Todata et edatum varia Nagre eegaste Algere	2,441.55 2,575.67 3,940.67	2,825.17 1,918.45	2,99.0	2,410.88 2,410.88	2,404.74	N/A 11.418.35 11,418.35 N/A 1,879.27 1,879.27	168,58 1,67,997/1 1,610,24	2,335./3 N/A	Wild Wild	NA NA	50.97 52.93	21 S 20 C	NA NA	43.13	¥.	N/A N/A	1 087 73	2,188.50 1,268.67	Unearned Revenus for Non AFC Customers (Non AFC customers)	
90,00 00,00 0,00	3,575	97 <u>-94</u> 17	2,441.55 2,575.67 3,940.67		a de la companya de l	2,410. 2,410	2,404	11,418. 1,879.	168.58 1.610.24			225.90 382.92		907 a		•			1		TOTAL AMOUNT Included in Bond Calculation	

S&S Commu Account#	unications, inc.	List of South Dakota prep	pald contract	ts	As Of:	12/20/2002								STAFF WORK with sales tax	····				
550/05/0 607/16/1 5	Type of contract	City Abbroom Finos	Slate - 30 - 30 - 30	Zipcode 57-04 57-0	Contract Date Sciences 22 547/2202	Expiration Date 24-2-805 24-7-2-808	How many contra cts	Amount received per contract 1 12-512-50 20-775-60	Total Received	Equipment Charges	"Unearned" Amount	Owed to Aberdeen Financed Finance [note 1]	"Uneamed" Amount on non- Financed Contracts 50452.50 2512.60	Total received by S&S with Sales Tax	Staff Calculated Unsamed Income (ell Customera)	Difference between Principal & (At-Riak Portion of AFC Financed Customer (To Be included in Bond)	Uneumed Revenue for Non AFC Customers (Non AFC customers)	T AMO Include Calcu
SD72639	5 year	Selby	⇒c SD	57472	5/22/2002	5/22/2007	1	\$3,170.00	\$3,170.00		\$2,801.96		\$2,801.96	3,360.20	2,970,08	N/A	N/A	2,970.08	2.9
6,000	Bytean To	(Stiff)	SE		520010	\$2000 3		AND					200 SE	3.320ZQ	200704	. 30010VA.5	270	3,470.00	
	Sylat Sylat	សែកសេនៈ១ ទៀតភូមិនក្នុងស្រីស	300 -200	500 502	56404W 465444	52470001 524700007		100 100 EE	5011/035 555/6/05		1,000,30		-266635 -268635	936030 935092	1000 (E.)	18 <u>16</u> 4 18144	1502 (502)	1 (1606.25) 5 (16.86	(S)
561755 B	New T	Medisor		121 201	TOWNS OF	9.19.1101		25.00	45000		2746			5,05000	502526	100/∆	iý/ d <u>W</u> A	57,777,575 57,595,737	
SD55845	6 vear 4 year	Black liewic Milbank	SD SD	57252	7/1/2002	7/1/2006		15,519.00	\$5,519.00		\$4,869.26		\$4,869.26	5,850.14	5,161,42	N/A	N/A	5,161.42	5,
SD49702 4		Onida Onida	SD SD	57564 57564	7/1/2002 7/1/2002	7/1/2006 7/1/2006	1	\$5,519.00 \$5,519.00	\$5,519,00 \$5,519.00		\$4,869.26 \$4,869.26		\$4,869.26 \$4,869.26	5,850.14 5,850.14	5,161.42 5,161.42	N/A N/A	N/A N/A	5,161.42 5,161.42	5, 5,
SD48697 (Onida Mitchell	SD SD 57	57564 301-4000	7/1/2002 7/1/2002	7/1/2006 7/1/2007	1	\$5,519,00 \$5,519,00	\$5,519.00 \$5,519.00		\$4,869.26 \$4,999.14		\$4,869.26 \$4,899.14	5,850.14 5.850.14	5,161.42 5,299.09	N/A N/A	N/A N/A	5,161.42 5,299.09	5,
SD65512 4	4 year	Philip Dupree	SD SD	57567 57623	7/3/2002 7/3/2002	7/3/2006 7/3/2005	1 3	\$5,519.00 \$5.519.00	\$5,519.00 \$16,557.00		\$4,876,82 \$13,988,85		\$4,876.82 \$13,988,85	5,850.14 17,550.42	5,169.43 14,828.18	N/A N/A	N/A	5,169.43	5, 14,
SD78168 4	4 year	Wessington Springs	SD	57382 57632	7/8/2002 7/8/2002	7/8/2006 7/8/2008	Ī	\$5,519.00 \$3,170.00	\$5,519.00		\$4,895.70 \$2,931.38		\$4,895.70	5,850.14	5,189,45	N/A	AUA.	14,828.18 5,189.45	5
	4 уваг	Winner Platte	SD	57580 369-0390	7/8/2002	7/8/2006	: i	\$8,689.00	\$3,170.00 \$8,689.00		\$7,707.70		\$2,931,38 \$7,707.70	3,360.20 9,210.34	3,107,27 8,170,16	N/A N/A	N/A N/A	3,107.27 8,170.16	. 8
SD88217	5 year	Willow Lake	SD	57278	7/9/2002	7/8/2007 7/9/2007	1 1	\$5,519.00 \$3,170.00	\$5,519.00 \$3,170.00	(\$5,020.30 \$2,885.29	. K. Trook	\$5,020.30 \$2,885.29	5,850.14 3,360.20	5,321,51 3,058,41	N/A N/A	N/A N/A	5,321.51 3,058.41	5
SD77137	Ayun e a	Sloux Falls Lakel Treson	inc.sp	104-0254	7/12/2002 7/02/2002	7/12/2006	6	\$5,519.00	\$33,114.00	SASINGER	\$29,464.89	5000 770	\$29,464.89	35,100.84 5,850.44	31,232.78	N/A 52/847	N/A Seire y	31,232.78	31
SECULIAR .	8 year association	Ft Plene Iviigiali	5D 50	57532	7/15/2002	7/15/2008	2.0	\$3,675.00	\$7,350.00		\$6,820.21	nya Kacambaran	\$6,820.21	7,791.00	7,229,42	N/A	N/A	7,229.42	7,
E01525	anger Sygen	Saliging:	30.7.57 30.	3,600 (15 3,600)	7-191-1081 7/8-1-1081	76512005 77512005	100	. Side Di	3551900 3696960		5450725 756624	W 4 1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	201815-05 27 28 34	19 (350 m) 15 (216 (36)	5136.49 8/6/7/05	hille. Mile	607A	5,5049 - 597,00	
	dystir Syletic	Siderene Valendye	50D 50D	57164 5726	141 250): 114 250):	###2006 - ###2005		185400 2500	SEE 1909 372-1500		5486647		57,5251,24 51,936,37 55,035,63	5350 Ta	52655 66626	lilia.	10A 10A	43156 68615	
	Byean Joyan	stron Adhan	(10) 310	57.60 57.00			1	31.746410 31.6 3.40	50 700 DD		360 M		2,752 m 2,014 sto	2.361.00 5.950 (4)	2,9542	joyak .	-oftA-	2,8542	
: Denige	Aven June	wasta Falika	3D: 57		99/2002 6/04/2002	DECEMBE MANAGES	Ų.	e signicale.	54.5 (200 55.6 (4.00)		35 Dia 30 55 Okt 17		61,0111,551 65,0110,25	- 三元 (1) (1)	53075	RIA.	(d.)	100 T30 230 45	9
15[0]27(115±5		Statings:	50	- 2700E		entrues.		14.5	- 55500		15.69.25		SECTION	5956 ret. 5,050 ret.	\$ 54 (Ve)	600a 600a	9/4 19/4	5,507,60 E,546,21	- 2 - 5
St096570	lymir	Eagle Build Paille	59 59	5753 5753	3/05/1002 5/06/2002	Britishing -		61, (76,00 31, 514,315	550 (17/5)(50) 550 (5) (6) (60)	(A)	2000年 2000年		33 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	1 (55) 20 1 (55) 4	3,053 2,004	1000年 1004年	1918 1914	- 100 M	
SEEFIEL	1966) 1966)	Oversign Visitorijas	90 90	577 (0):	9/5/2005 9/5/2000	47 900 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		16.5 (10) 16.5 (10)			\$5,000 144 14,005 at		ALCONOMICS OF	7.050.14 7.050.30	5,397,65 16,551,65	illiat illus	802 1902	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	· · · · · · · · · · · · · · · · · · ·
SCHOOL	avega Sveger	Collybara Visignaco	֩. S©	57:4E	3/4/2007 3/8/2002	946099 965668	1i	35.5	autation Santa		7463-530 2495-66		50 (1953) 1405-140 51(1953)	46.664.52 - 3650.44	2055.0 206.04	91/4 00/4	inte Otra	15.000.00 6.000.00	4
	2 y <u>9 jir</u> 2 y <u>9 ji</u> r	Bidel Hayk Frances	SÖ SE	577+E	200725650 600745650	9/5/2015 9/5/2016	- 2	77.5 (SEE) 31.54 (C)	Son (1888).		510,324,741 55 (25.65		50207	-01.76022	10(855540) 5,350,70	lille) John	WAY.	10,055,45 5,400,76	
SEMINATE .	0 year 2 year	Brillion	315	500	3/3/2502- 3/3/2503	3)(5)(5)(6)(6) 19/46/2003	2	56.5 4 DE 	51 (1652.56) 51, 504.56		- 1900		19.000.50	9,000 tar 0,700 28	10,000,000	92.2	lojja lojia	105405	
SERBRUS	1,697	Madensyd Digwylawy - L	SE SE	57291	sia(9),2407.	9/19/2019		55,242,35	551 2012 (5.0)		7. unite		15,757,45 31,545,65	5,950 m	4.000000	ille ille	1972 1974	5.4572 5.43528	E
E(181159)	A JADI E Jaku	Landina Grillad	30 30	77. E.C.	9/12/2012 9/17/2012	9 19/2005. 3/17/2008		75548 517580 517580	75.an±.00 35.170.55		500400 500400		15 (6) 155 2 (6) (6) (6)	3 3 3 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3,46.72 3,275.30	idia Ma	(現在) (現在)	3.46.75 3.56.76	5 3
	Alyeer Alyeer	Sissaur Plate	9 <u>0</u>		9月1日10世 1979日1日 1979日1日	garandada Gugaranda		155 (1930) 155 (1930)	96 (18 10) 97 (2 2 00)		55 (57 (6) - 55 (55 (6))		5 (57.8) 8 (75.2)	5.850 tal 5.650 tal	5277.55 548575	24 10 <u>1</u> 4.	1012. 2010.	5.000 V6	5
ejcieuleso	e Gener L'Anne	rofichali Strati	- 전립: 전입:	#7301f 773176	a) (Bib) (Bib) (Bib) Projekte (Bib)	arabrogen carviación	2 C	e es sue se.	\$11(26)6:25(\$2.15(66))		610, 15 0H 62 466442		601,4250u 6259646	14,755-13 0,350-20	11,105/1-53 5117/5.31	1 <u>0</u> 44 11/4	10JA 10JA	(11.05°(150) 3.707(21)	111
							100			approximation and the second							and the second second	the second second	ALC: N
GE75040 SCHAUS7	iver :	Signiforni(E		57/100 -	10/11/20012	194,0305		22 700 (lo	22700000 25 25 35 55 55 55 55 55 55 55 55 55 55 55 55		EDELET.		350231	200200	25500	ille Ave	йJA		
6671642 9609097 9644528 9649528		Stanto Palle Planari Mingaali Stanto Palle	5D - 5B - 5B - 5B	57.00 57.66 57.66 57.66	40,12,2002 15/4/2002 16/4/2002 46/4/2002	1912995 1912968 19119987 19119995		52 700 100 55 7 6 30 53 7 70 100 55 7 70 100	22,700,000 78,7 (2,00) 78,7 (2,00)		52 (145 (15 55 (145 (15 51 (15) (15) 55 (16) (15)		55,000 to 55,000 to 56,000 to	2,050,00 5,050,00 3,060,00 6,7,20,40	200000 5,42532 526296 536246	0000 0000 0000 0000	106 604 196 196	2.88099 5.48842 5.27498 6.8544	1 3 3 T

Cust Court State S

STAFF CALCULATED BOND AS OF 12/20/02

2,081,997.53

Staff's steps in making comparison and calculating Unearned Revenue

- 1. Copy and pasted the Customer List that S&S provided on October 2000 (Exhibit S5b) left hand side of first double line
- From the February 2003 customer list (Exhibit S19) I copy and pasted all customer information for customers with a contract start date prior to October 19, 2000 to the right of the October 2000 information -(right of the first double line)
- 3. Sorted both lists by the contract (start) date.
- 4. Correlated each list so the information for like account numbers were on the same line. If no like account number was found, the information was placed on a separate line.
- 5. Assigned a customer count number to both list of customers (direct left of account number)
- 6. Assigned an overall customer count number for each line of the worksheet
- 7. Compared the two lists and assigned colors and tickmarks for differences found.
- 8. Calculated Unearned Revenue as of 10/19/2000

Formula

=IF(AB4>0,((AB4*1.06)/(X4-W4))*(X4-\$AH\$1),(K4/(H4-G4))*(H4-\$AH\$1))

where

AB4 = "Total Received" column

X4 = "Expiration Date" column

W4 = "Contract Date X4 = "Expiration Date" column

AH1 = 10/19/00

K4 = "Total" column

H4 = "Exp Date" column

G4 = "K Date" column



OCTOBER 2000 FILING ERROR SUMMARY

144 of the 414 identified customers were not listed on the October 2000 filing. 34.78% error rate.

146 errors were found for the 270 customers that were listed on the October 2000 filing were in error. 54.07% error rate.

LEGEND

ERRORS FOUND ON OCTOBER 2000 FILING BASED ON INFORMATION SUPPLIED ON THE DECEMBER 2002 FILING (filed Feb 2003)

- Account not recorded on October 2000 filing but should have been. Considered a variance.
- 144 of the 413 customers that should have been listed on October 2000 filing were not listed.
- 34.86% error rate.
- Variance directly decreased the bond amount of October 2000 filing.
- Incorrectly under-recorded the amount collected on October 2000 filing. Considered a variance.
- 36 of the 270 customers listed on the October 2000 filing were in error.
- 13.33% variance
- Variance directly decreased the bond amount of October 2000 filing.
- Incorrectly recorded the term of the contract (as being shorter than actual) on October 2000 filing. Considered a variance.
- 111 of the 270 customers listed on the October 2000 filing were in error.
- 44.71% variance
- Variance directly decreased the bond amount of October 2000 filing.

																		How	Amount			
										ı								many	received	i		
Ħ	Ħ									5		Type of				Contract	Expiration	contr	per	Total		
ē	ĕ	Account#	Plan	Zip	K Date	Exp Date	Amt Rec'd Sale	es Tax	Total	8	Account#	contract	City	State	Zipcode	Date	Date	acts	contract	Received		
-		7100001111			-11					1	6SD17752	7 year	Aberdeen	SD.	57401	10/1/1996	10/1/2006	1	\$3,170.00	\$3,170.00		1,999.37
2										2	6SD78347	7 year	Aberdeen	SD	57401	12/23/1996	12/23/2006	. 1	\$3,170.00	\$3,170.00		2,075.74
3										3	6SD26967	10 year	Aberdeen	SD.	57401	3/1/1997	3/1/2007	1	\$3,170.00	\$3,170.00		2,138.31
,,									100	4	6SD30147	10 year	Roscoe	SD.	57471	4/20/1997	4/20/2007	1	\$3,170.00	\$3,170.00		2,184.31
									3.1	6	6SD46109	10 year	Mina	SD	57462		5/13/2007	. 1	\$3,170.00	\$3,170.00		2,205.48
										7	6SD06375	10 year	Pierre	SD.	57501	7/29/1997	7/29/2007	i	\$3,170.00	\$3,170.00		2,276.32
9										8	6SD33148	10 year	Pierre	SD.	57501	7/30/1997	7/30/2007	į	\$3,170.00			2,277.24
,									3.7	9	6SD56589	10 year	Pierre	SD.	57501	8/8/1997	8/8/2007	. 1	\$3,170.00		,	2,285.52
0										10	6SD61283	10 year	Pierre	SD.	57501	8/13/1997	8/13/2007	1		\$3,170.00	-1	2,290.13
40			1.							11			Yankton	SD		11/13/1997		1	\$3,170.00			2,374.77
10		6SD06800	FVEAD	57401	10/14/1997	40440000	3170	100.0	3.360.20		05030340	TO year	1 allKtoll	SD	3/0/0	11/13/1351	11/13/2007	1	Ψ5,110.00	\$3,170.00		1,334.14
11	1	6SD92549																				1,400.39
12	3			57103					3,360.20				•							- 1		1,413.27
. 13	3	6SD26767	3 TEAR	57276	11/26/1997	11/20/2002	3170	190.2	3,360.20		00000000	46	manual a	CD	57400	40/07/4007	10/07/0007		eo 470 00	#2 470 OO		2,415.26
14											6SD36928	10 year	Bowdle	SD.		12/27/1997		1	\$3,170.00			
15											6SD11435	5 year	Canton	SD.	57013	1/9/1998	1/9/2003	1	\$3,170.00	\$3,170.00		1,494.24
16	4	6SD49099		57470		1/12/2003			3,360.20		6SD49099	5 year	Bellefourche		57717		1/12/2003	1	\$3,170.00	\$3,170.00		1,499.76
17	5		10 YEAR	57078		1/17/2008			3,360.20	15	6SD46843	10 year	Yanton	SD.	57078	1/17/1998	1/17/2008	1	\$3,170.00	\$3,170.00		2,434.58
18	6	6SD75838				1/23/2003			3,360.20													1,520.00
19	7	6SD09906		57042		1/28/2008			3,360.20		6SD09906	10 year	Madison	SD.	57042		1/28/2008	1	\$3,170.00	\$3,170.00		2,444.70
20	8	6SD18676	10 YEAR	57362	2/21/1998	2/21/2008	3170	190.2	3,360.20	1	6SD18676	10 year	Miller	SD.	57362	2/21/1998	2/21/2008	1	\$3,170.00	\$3,170.00		2,466.78
21		100000000000000000000000000000000000000								1	6SD64552	4.5	• Wessington	SD.	57381	2/22/1998	2/22/2005	1	\$3,170.00	\$3,170.00		2,085.51
22	9	6SD98820	10 YEAR	57362		2/22/2008			3,360.20		6SD98820	10 year	Miller	SD	57362	2/22/1998	2/22/2008	1	\$3,170.00	\$3,170.00		2,467.70
23	10	6SD13640	10 YEAR	57362	2/23/1998	2/23/2008	3170	190.2	3,360.20	20	6SD13640	10 уеаг	Miller	SD	57362	2/23/1998	2/23/2008	`1	\$3,170.00	\$3,170.00		2,468.62
322	排損	(特征)的隐脉	A Paris		1. 医性神经炎		4.000 12.700 自己	。加州 全		1	对通过地阻断。	#2	DENIET SELEC	-150			Consists of the	·- / / / / / / / / / / / / / / / / / / /	科特的影響/西部	199477		1,828.43
25	12	6SD35064				2/23/2003			3,360.20													1,577.05
26	13	6SD69320	10 YEAR	57362	2/23/1998	2/23/2008	3170	190.2	3,360.20	22	6SD69320	10 уеаг	Miller	SD	57362	2/23/1998	2/23/2008	1	\$3,170.00	\$3,170.00		2,468.62
27	14	6SD19437	5Y Assoc	57362	3/17/1998	3/17/2003	3170	190.2	3,360.20	23	6SD19437	5 year	Miller	SD	57362	3/17/1998	3/17/2003	1	\$3,170.00	\$3,170.00		1,617.53
4210	1150	actioning/	TANKE WE		2000年的1900年	្នា <i>មជាតិសុខ្មែ</i> ញ់ខ្មែរ	自然的 多膜壁刻器	. 150ge	2.36(0.35)	34	14,000.280	Chief fai	a ware et argain in		TO DESCRIPTION		a an payables		/ 解译符数加针	1446.60.00		5,007.18
29	16	6SD49353	5Y Assoc	57481	4/14/1998	4/14/2003	3170	190.2	3,360.20													1,669.06
30									- 3	25	6SD65760	5 уеаг	Aberdeen	SD.	57401	4/19/1998	4/19/2003	1	\$3,170.00	\$3,170.00		1,678.26
31	17	6SD95147	10 YEAR	57461	5/4/1998	5/4/2008	3170	190.2	3,360.20	26	6SD95147	10 year	Mellette	SD	57461	5/4/1998	5/4/2008	1	\$3,170.00	\$3,170.00		2,533.26
32										27	6SD37054	5 year	Miranda	SD.	57438	5/26/1998	5/26/2003	1	\$3,170.00	\$3,170.00		1,746.35
33										28	6SD57566	6 year ass	o Aberdeen	SD.	57401	6/4/1998	6/4/2005	1	\$3,170.00	\$3,170.00		2,219.55
34	18	6SD19939	10 YEAR	57471	7/14/1998	7/14/2008	3170	190.2	3,360.20													2,598.57
35	19	6SD06867	10 YEAR	57401	8/10/1998	8/10/2008	3170	190.2	3,360,20	29	6SD06867	10 year as	s Aberdeen	SD	57401	8/10/1998	8/10/2008	1	\$3,170.00	\$3,170.00		2,623.40
36	20	6SD48902	10 YEAR	57401	8/10/1998	8/10/2008	3170	190.2	3,360.20	30	6SD48902	10 year	Aberdeen	SD	57401	8/10/1998	8/10/2008	1	\$3,170.00	\$3,170.00		2,623,40
37	21	6SD35793	10 YEAR	57401	8/21/1998	8/21/2008	3170	. 190.2	3,360.20	31	6SD35793	10 year	Aberdeen	SD	57401	8/21/1998	8/21/2008	1	\$3,170.00	\$3,170.00		2,633.52
38											6SD52858	10 year	Sioux Falls	SD	57105	9/2/1998	9/2/2008	1	\$3,170.00			2,644.56
39	22	6SD11263	10 YEAR	57105	9/2/1998	9/2/2008	3170	190.2	3.360.20			ar form :					0.2.200	•	40,	40,		2,644.56
40	23			57471	9/9/1998	9/9/2008			3,360.20	5	6SD96102	10 year	Roscoe	SD.	57471	4/29/1997	4/29/2007	1	\$3,170,00	\$3,170.00		2,192.59
41	24		10 YEAR			9/10/2008		190.2			6SD89409	10 year	Eureka	SD.	57437	9/10/1998	9/10/2008	i	\$3,170.00	\$3,170.00		2,651.92
42	25			57471	9/17/1998				3,360.20	"	19500409	, , , , ,	-arona	OD.	01701	51 101 1330	U1 1012000	'	40,170.00	Ψο, ι το.σο		2,658.36
43	26			57373				190.2		34	6SD50432	10 уеаг	St. Lawrence	SD.	57372	10/20/1998	10/20/2009	- 1	\$3,170.00	\$3,170.00		2,688.71
44	27		10 YEAR	57381	10/20/1998			190.2			6SD54210	10 year	Wessington	SD.		10/20/1998		1	\$3,170.00	\$3,170.00		2,688.71
45	28	6SD56190		57433				190.2	3,360.20		6SD56190	10 year	Columbia	SD		10/20/1998		1	\$3,170.00	\$3,170.00		2,689.63
									3,360.20		6SD29563	-	Columbia		31433		-	1				•
46	29	6SD29563	10 YEAR	57382							6SD29563 6SD16481	10 year	Now I Indo	SD.	E7704	10/28/1998		1	\$3,170.00	\$3,170.00		2,696.07
47	30	6SD16481	IU TEAR	57785	10/30/1998	10/30/2008	3170	190.2	3,360.20	30	03D10481	10 year	New Underw	SD	5//61	10/30/1998	10/30/2008	1	φ3,170.00	\$3,170.00		2,697.91

																		How	Amount			
_																		many	received			
Count	Ĕ									5		Type of				Contract	Expiration	contr	per	Total		
ပိ	Ö	Account#	Plan	Zip	K Date	Exp Date	Amt Rec'd	Sales Tax	Total	ပိ	Account#	contract	City	State	Zipcode	Date	Date	acts		Received		
48	31	6SD21723	10 YEAR	57370	10/31/1998	10/31/2008	3170	190.2	3,360.20	39	6SD21723	10 year	Pukwanna	SD		10/31/1998		1	\$3,170.00	\$3,170.00		2,698.83
49	32	6SD65035	10 YEAR	57350	10/31/1998	10/31/2008	3170	190.2	3,360.20	40	6SD65035	10 year	Huron	SD		10/31/1998		1	\$3,170.00			2,698.83
50										41		10 year	Mobridge	SD.		11/25/1998		1		\$3,170.00		2,721.83
51	33	6SD93383	10 YEAR	57450	11/25/1998	11/25/2008	3170	190.2	3,360.20		6SD93383	10 year	Hoven	SD.		11/25/1998		1		\$3,170.00		2,721.83
52											6SD84992	10 year	Onaka			11/27/1998		• 1		\$3,170.00		2,723.67
53										44	6SD85578	10 year	Onaka	SD.	7466-5111	11/27/1998	11/27/2008	. 1	\$3,170.00	\$3,170.00		2,723.67
54		6SD07128		57471	12/8/1998				3,360.20													2,733.78
55	35			57401	12/8/1998				3,360.20		6SD84702	-	Aberdeen	SD		12/8/1998		1		\$3,170.00	+ť	2,733.78
56	36	6SD18615		57345		12/15/2003			3,360.20	I	6SD18615	5 year	Highmore	SD		12/15/1998		1		\$3,170.00		2,119.91
57	37	6SD46791		57345		12/15/2003			3,360.20		6SD46791		Highmore	SD		12/15/1998		1		\$3,170.00		2,119.91
1 533	Name of Street	(1655) 4624		5/45	4/0/1000	3/12/20104	3170	1902	3,6020	200	16SD814624	The state of the s	s ipswien	A Carried Land Land Land	The Real Property lies and the last	Contract of the second second second			58 170 00	Carlo Carlo		2,354.59
59		٠.									6SD15440		Conde	SD.		1/19/1999		1		\$3,170.00		2,772.42
60											6SD81736	At a first of the second	McLaughlin	SD	57642			1	\$3,170.00			2,772.42
61											6SD09977		Aberdeen	SD.	57401	1/20/1999		1		\$3,170.00		2,382.19
62											6SD15722		Conde	SD,	57431	1/22/1999	1/22/2009	1		\$3,170.00		2,775.18
63		0000000	40.7/245	F7404	0/4/4000	0440000	0470	400.0	0.000.00	53	6SD82367	10 year	Aberdeen	SD.	57401	1/22/1999	1/22/2009	1		\$3,170.00		2,775.18 2,812.89
64	39 40	6SD59643 6SD47089		57401 57446	3/4/1999				3,360.20 3,360.20	- 4	6SD47089	10 vear	Hecla	SD	57446	3/10/1999	3/10/2009		62 470 00	\$3,170.00		2,818.41
65 66	40	6SD71733		57373	3/10/1999 3/10/1999				3,360.20		6SD71733	10 year 10 year	St. Lawrence		7373-7200	3/10/1999	3/10/2009	- 1		\$3,170.00		2,818.41
67	41	00011133	10 TEAR	3/3/3	3/10/1999	3/10/2009	3170	190.2	3,300.20	56		10 year 10 year	Miller	SD.	57362		3/11/2009	1		\$3,170.00		2,819.33
68	42	6SD80659	10 VEAD	57362	3/11/1999	3/11/2009	3170	100 2	3,360.20	I		10 year	Miller	SD.	57362			1		\$3,170.00		2,819.33
69	72	0000000	10 1041	01002	3/11/1333	3/11/2003	3170	130.2	0,000.20		6SD64182	10 year	St. Lawrence		57373		3/12/2009	• 1		\$2,554.43		2,272.60
70	43	6SD59012	10 YEAR	57544	3/15/1999	3/15/2009	3170	1902	3,360.20		6SD59012	10 year	Watertown	SD	57201	3/15/1999	3/15/2009	\ 1		\$3,170.00		2,823.01
71	44	6SD33778		57069					3,360.20			,			0,20,	4 , 14, 1555	G, (C, 1200	•	40,	45,		2,287.95
72									-,	60	6SD24363	10 year	Wessington	SD. 7	7381-8509	3/17/1999	3/17/2009	1	\$3,170.00	\$3,170.00		2,824.85
73		6SD29467	10 YEAR	57362	3/17/1999	3/17/2009	3170	190.2	3,360.20			10 year	Miller	SD	57362		3/17/2009	1		\$3,170.00		2,824.85
74									-,		6SD30802		Miller	SD.	57362			1		\$3,170.00		2,824.85
75											6SD51111	10 year	Aberdeen	SD.		3/17/1999	3/17/2009	1		\$3,170.00		2,824.85
1 76	1246	T6SD20332	5 ASSOC	5787	5//18//HSI99	3/18/2004	2118 3171	15 6 6 6 6 6	3360 20	163	65020332	Aveyean ass	o Rae Heinis	SDC		5/18/41999	3/18/2006		\$3.170.00			2,596.70
77	47	6SD26321	10 YEAR	57362	3/18/1999	3/18/2009	3170	190.2	3,360.20	65	6SD26321		Miller	SD.	57362	3/18/1999	3/18/2009	1	\$3,170.00	\$3,170.00		2,825.77
176	140	if a side of its 1.	DV ASSOC	W57362		S/18/2004		1902		EG:	GSIDdoXi04	7/ year ses	œMiller 🗀 🖂	SD		9/11/1999			\$61,117,01,000	58 170 00		2,596.70
	49	(CSO)2022		57/50	3//15//1699	3/19/2008	3170	190.2	3 330 20	67	GSDF 2028	isiDivean-	One -	SD	5736	57/1)(e)//(KS)(e)(e)	3/19/2009		\$6,170.00			2,826.69
80	50	6SD51045	10 YEAR	57501	3/19/1999	3/19/2009	3170	190.2	3,360.20	68	6SD51045	10 year	Pierre	SD.	57501	3/19/1999	3/19/2009	1	\$3,170.00	\$3,170.00		2,826.69
81										69		10 year	Kennebec	SD	57544		3/22/2009	1	\$3,170.00	\$3,170.00		2,829.45
82	51	6SD59794	10 YEAR	57341	3/22/1999	3/22/2009	3170) 190.2	3,360.20		6SD59794	10 year	Gann Valley		57341	3/22/1999	3/22/2009	1	\$3,170.00	\$3,170.00		2,829.45
83										3	6SD50571	10 year	Onaka	SD	57466	3/27/1999	3/27/2009	1	\$3,170.00			2,834.05
84										72		10 year	Bowdle	SD.	57428	3/28/1999	3/28/2009	1		\$3,170.00		2,834.97
85										73		10 year	Bowdle	SD	57428	3/29/1999	3/29/2009	1		\$3,170.00		2,835.89
86	52	6SD53187	10 YEAR	57428	3/29/1999	3/29/2009	3170	190.2	3,360.20	I		10 year	Bowdle	SD	57428	3/29/1999	3/29/2009	1		\$3,170.00		2,835.89
87											6SD72956	10 year	Eureka	SD.	57437	3/31/1999	3/31/2009	1		\$3,170.00		2,837.73
88	53	6SD72510	10 YEAR	57568	4/1/1999	4/1/2009	3170) 190.2	3,360.20			10 year	Presho	SD	57568	4/1/1999	4/1/2009	1		\$3,170.00		2,838.65
89										ii .	6SD75043		o Kennebec	SD	57544	4/1/1999	4/1/2006	1		\$3,170.00		2,615.10
90										78		7 year ass			7428-6502	4/5/1999	4/5/2006	1		\$3,170.00		2,620.35
91										79		10 year	Bowdie	SD.	57428	4/5/1999	4/5/2009	1		\$3,170.00		2,842.33
92 93										80		7 year ass		SD.	57428	4/5/1999	4/5/2006	1		\$3,170.00		2,620.35
93										81	6SD41447 6SD54657	10 year	Bowdle	SD.	57428	4/5/1999	4/5/2009	1		\$3,170.00		2,842.33
94									!	1 02	1004001	10 year	Groton	SD.	57445	4/5/1999	4/5/2009	1	\$3,170.00	\$3,170.00		2,842.33

		CUT AND	PASTE OF	CUSTON	TER LIST FIL	ED OCTOBE	ER 20, 2000					CUT AND	PASTE OF C	USTOM	ER LIST F	LED FEBR	JARY 4, 200	3			10/19/2000
Count		Account#	Plan	Zip	K Date	Exp Date	Amt Rec'd Sal	es Tax	Total	Count	Account#	Type of contract	City		Zipcode	Date	Expiration Date			Total Received	
95										83	6SD71282		Bowdle	SD.	57428	4/5/1999	4/5/2009	1	\$3,170.00	\$3,170.00	2,842.33
96										84	6SD08938	7 year asso		SD	57370	4/7/1999 4/68/8999	4/7/2006	1	\$3,170.00	\$3,170.00	2,622.98 2.630.86
	-	6SD74920	10 YEAR	57428	4/21/1999	4/21/2009	3170	100.2	3,360.20	86	6SD74920	10 year	Bowdle	SD	57428	4/21/1999	4/21/2009	1	to the second second	\$3,170.00	2,857.04
98 98		6SD01418	10 YEAR	57022					3,360.20	87	6SD01418	10 year	Dell Rapids		022-5422	4/22/1999	4/22/2009	. 1	\$3,170.00	\$3,170.00	2,857.96
100		03001410	10 ILAN	31022	4/22/1999	4/22/2009	3170	190.2	3,300.20	88	6SD10156	10 year	Selby	SD.	57472	5/1/1999	5/1/2009	1	\$3,170.00	\$3,170.00	2,866.24
101										89	6SD39041	7 year	Hudson	SD	57034	6/4/1999	6/4/2006	1	\$3,170.00	\$3,170.00	2,699.20
102										90	6SD68732	7 year	Dell Rapids	SD	57022	6/19/1999	6/19/2006	1	\$3,170.00	\$3,170.00	2,718.91
103										91	6SD45337	7 year asso	Humboldt	SD	57035	7/7/1999	7/7/2006	. 1	\$3,170.00	\$3,170.00	2,742.56
104	57	6SD23966	7 YEAR	57238	7/8/1999	7/8/2006	3170	190.2	3,360.20	92	6SD23966	7 уеаг	Goodwin	SD	57238	7/8/1999	7/8/2006	1	\$3,170.00	\$3,170.00	2,743.88
105		6SD40540	7 YEAR	57026			3170	190.2		93	6SD40540	7 year	Elkton	SD.	57026	7/9/1999	7/9/2006	1	\$3,170.00	\$3,170.00	2,745.19
106		6SD12584		57249				331.14	5,850.14												3,378.78
107		6SD64898		57249					3,360.20		6SD64898	7 year	Lake Prestor		57249	7/14/1999	7/14/2006	1	\$3,170.00		2,751.76
108				57401				190.2	3,360.20		6SD03469	10 year	Aberdeen	SD.	57401	7/20/1999	7/20/2009	1	\$3,170.00		2,939.83
110	Charles States Co.	F6SD66058 6SD86116		57522			AND DESCRIPTION OF THE PARTY OF	100.2	3,360.20	The second	6SD06058 6SD86116	7 year	adelusapiesi Blunt	SD.	57522 57522	7/20/1999 7/20/1999	7/20/2006:		\$3,170.00 \$3,170.00	\$3,170.00	2,759.65 2,759.65
111		6SD51762		57362					3,360.20	31	03000110	/ year	Diulit	GD.	31322	112011999	112012000		\$3,170.00	\$3,170.00	2,523.37
112		6SD03077		57471	8/2/1999				3,360.20	98	6SD03077	7 уеаг	Roscoe	SD	57471	8/2/1999	8/2/2006	1	\$3,170.00	\$3.170.00	2,776.73
113				••••	0,2,1000	0,2,200	00		0,000.20		6SD56885	7 year asso		SD.	57362	8/3/1999	8/3/2006	2	\$5,519.00		9,673.21
		T (58)D(40)566	5 YEAR	57/40fi	BENIESE	5/47/2010/	2 BADO: 1	1902	76 3 B 0 2 C	100	- 651DE 0653	G vear	Aideideen	SD/	57401	8/4//1999)	8/4/2005		\$5,170,00	5347000	2,682.64
115	67	6SD66984	7 YEAR	57433	8/5/1999	8/5/2006		190.2	3,360.20	101	6SD66984	7 уеаг	Columbia	SD.	57433	8/5/1999	8/5/2006	1	and the second second second second	\$3,170.00	2,780.67
116		1.7.1.44.4.4								102	6SD27805	10 уеаг	lpswich	SD	57451	8/14/1999	8/14/2009	1	\$3,170.00	\$3,170.00	2,962.83
117		6SD65144		57501					5,850.14							•		•		- 1	3,570.93
118				57243					3,360.20		6SD03239	7 year	Henry	SD	57243	9/1/1999	9/1/2006	1		\$3,170.00	2,816.16
119		6SD96362	7 YEAR	57544	9/1/1999	9/1/2006	3170	190.2	3,360.20		6SD96362	7 year	Kennebec	SD	57544	9/1/1999	9/1/2006	1	\$3,170.00	\$3,170.00	2,816.16
120 121		6SD48782	7 VEAD	57039	9/4/1999	9/4/2006	3170	190.2	3,360,20	and the second	6SD69550 6SD48782	7 year asso		SD. SD.	57350	9/2/1999	9/2/2006 9/4/2006	1	\$3,170.00	\$3,170.00	2,817.47
122		6SD24773		57039			3170	190.2			6SD24773	7 year 7 year	Lennox Freeman	SD.	57039 57029	9/4/1999 9/5/1999	9/5/2006	1	\$3,170.00 \$3,170.00	\$3,170.00 \$3,170.00	2,820.10 2,821.41
123		6SD41082		57350			3170		3,360.20		6SD41082	7 year	Huron	SD.	57350	9/6/1999	9/6/2006	1		\$3,170.00	2,822.73
100		and the second second second second	ASYCASSOC	5/38						Designation of	65D87506	7/year	Wessington			9/8/1999	9/8/2006		38 A 70 00 0	<u> </u>	2,825.35
	7.	TURSIDHE SIO	TY Assue	57173	9/8/41999	(s)13/12/010/4	3170	19(61.6)		110	(68)DHEN 30	7/4961	Second	\$D.	57.97	9/8//1699	975) 12010[6:		15 (17/0) (00)	7000	2,825.35
	77.	不多性的 網絡	of constitution	N. Frie	is. O/Selfreite	>s)/1 <u>4/</u> 200)4	High	100	្នេះ គ្រាពិត្យស្ថិ		6750 745 AG		引起的。	art Siğiri	37449	SAMA AND S	- 17 m/ 19 m/s	100	382,770,900	459 (Ferri (Lid)	8,499.72
127		6SD81404	5Y Assoc	57456	9/14/1999		3170		3,360.20												2,622.68
	Dec. 1.	a properties	· Ele d'artigle		在于国际的国际的			1990年	(*:36#(b)#	1112	RELEGIES.	ि शुंखार कार्य) Garden (SIL)	S DET	图6号所则:	(自由)特别的现在分词	2011時空966	5	30, 174,00	阿里尼约的	14,172.76
129		6SD19960	5Y Assoc	57236	9/15/1999	9/15/2004	3170	190.2	3,360.20		00004500	Last Colon S				_:					2,624.52
130) EMEGNE		an exception and except	Part of the second						113	6SD01739	7 year	Bowdle	SD 7	428-0394	9/16/1999		1	\$3,170.00		2,835.87
	• 012) - 21	ilisedulerisir. TissErisirisi	STANCES	e de Velva Esparata		E/17/2004	51.0	1802	3.560.20 3.360.20			7 Verriess	THE RESERVE AND PARTY.	(B)	- 1975 1975	9/149//1848	9/1/a/2006		1 105 1170 000	51 70 00	2,835.87
		1 5 6 6 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5	7 7 5 7 5	20/10 EH	\$7/17//(965 5/17//(966		2176 2176	1000	. 3 380 30 3 380 30	1502	SELECTION STATES	yetal asan	: Wassington Laka Prasin	5 SU)_	<i>⊍//</i> 3⊍11	9/17///1995	S/17/2006		30.1170-00	56, 1770, 010 55, 1770, 010	2,837.18 2,837.18
		1.00 (er ne≃ons. Aspect	sii - si	5/2// 1505			1500.5			300000	176-1759-11 C 14 40 305	The second second second		37.43.2 57.561	: 20 / 10 / 10 C	6.07(11)(10)b		201201	10161 0170 010	17,046,74
213	10	i estinces	10 / A. 2006	- 37,435	Si/20//rs/e/s	\$/20 <i>F</i> 2064	F 10 76	fieldi 🖭	\$1.000 Z/0		630) (266)		(Siemernom)	40	17.150	Sizoyal (SG)	9/20/2006		315 TAGUGG	\$30,17.01.00	2,841.12
13	105	T:55EE125100015	EV ANDRE	57662	5/20/1996	G/20/2006	3070	1902	2 60 20		#8024016	Versir sessi		SD	57/952	(2/5/0)/:(3/6/5)	9/20/2006)		251, 1770 (010)	55 50 00	2,841.12
137	86	6SD52382	5Y Assoc	57350	9/20/1999	9/20/2004	3170	190.2	3,360.20				A STATE OF THE PARTY OF THE PAR								2,633.72
138		6SD59113	5Y Assoc	57350	9/20/1999	9/20/2004	3170	190.2	3,360.20												2,633.72
139				57473					3,360.20	i .	6SD13626	7 year	Seneca		473-9629	9/21/1999	9/21/2006	1	\$3,170.00	\$3,170.00	2,842.44
140		6SD21798	7 YEAR	57345			3170	190.2	3,360.20	I	6SD21798	7 year	Highmore	SD.	57345	9/21/1999	9/21/2006	1	\$3,170.00	\$3,170.00	2,842.44
141	90	6SD39563	/ YEAR	57249	9/22/1999	9/22/2006	3170	190.2	3,360.20	122	6SD39563	7 year	Lake Prestor	SD.	57249	9/22/1999	9/22/2006	1	\$3,170.00	\$3,170.00	2,843.75

			•															How	Amount			
± •										=		_						many	received			
ount	5									Ē		Type of					Expiration		per	Total		
_ <u></u> 55	<u> </u>		Plan	Zip	K Date			Sales Tax			Account#	contract	City		Zipcode	Date	Date	acts		Received		
142 9			7 YEAR	57362					3,360.20		6SD59550	7 year	Miller	SD	57362	9/22/1999	9/22/2006	1	\$3,170.00	\$3,170.00		2,843.75
		SPINISH SING						100	3.504.01	1111	TERREST TO	· 美国广新会	in Albertinia -	"特拉"	E/6914	(1472) (1588)	1.01/21/21/21/01/01/01	2	。	ering talegine		8,535.20
		6SD27962							3,360.20									ali dia salah	in About the Section			2,639.24
	427										200 Pt 14			2.7(1)		。但是一种的	5.500000		为企业的 100	建筑西部东部部		5,692.76
146 9		6SD18975							3,360.20	11	00000017	7	Cando	c D	E7424	9/27/1999	0/27/2006		£2 170 00	62 470 00		2,641.08 2,850.32
		6SD60917		57434							6SD60917	7 year	Conde	SD. SD	57434 57070	9/27/1999	9/27/2006 9/27/2006	1	\$3,170.00 \$3,170.00	, , , , , , , ,		2,050.32
148 9 149 9		6SD74547 6SD07667		57070 57523					3,360.20 3,360.20		6SD74547 6SD07667	7 year ass 5 vear	Burke	SD	57523	9/30/1999	9/30/2004	1	\$3,170.00		,	2,650.32
150	,0	03007007	3 I EAR	3/323	9/30/1999	9/30/2004	3170	190.2	3,300.20	11	6SD22733	7 year ass		SD.	57369	9/30/1999	9/30/2004	2	\$3,170.00	\$6,340.00		5,708.53
151											6SD46986	7 year ass	Goodwin	SD.	57238	10/4/1999	10/4/2006	1	\$3,170.00			2,859.52
152											6SD63129	the state of the s	and the second second	SD	57243	10/4/1999	10/4/2006	i	\$3,170.00	, . II		2,859,52
	9	6SD64708	7 YEAR	57451	10/4/1999	10/4/2006	3170	190.2	3 360 20	And areas	6SD64708	7 year	Ipswich		451-6305	10/4/1999	10/4/2006	i	\$3,170.00	· · · R		2,859.52
154					10/1/1000	10,-1,2000		.55.2	1000.20		6SD29514			SD.	57369	10/6/1999	10/6/2006	2	\$3,170.00	\$6,340.00		5,724.30
		Ballica Lada	FOR LESSE			Salari 2 Casan	Status (39) & C		la de diskulêrê					44.3E	00.8556E2	Bille Switter		5 4 5 5 1 P				11,485.39
156 10		6SD35396		57052	10/13/1999	10/13/2004			3,360,20		The market and areas	79 - 4 (10 mm) 79 (19)	ender hand profession and	1000		and the first of the same of the same of	Take I work to be all		en complete and complete a			2,676.02
157 10		6SD39775				10/13/2004			3,360.20											1		2,676.02
#158##C		192014:00				3107131/2004					68003061	7 vearass	o Oliviar	SD	052-5902	10/13/1999	10/15/2006	2	55 7/0 00	\$6,340.00		5,742.70
159 10)4	6SD74359	5Y Assoc	57052	10/13/1999	10/13/2004			3,360.20			(8)20 20 00 00 00 00										2,676.02
160 10)5	6SD28145	7 YEAR	57384	10/15/1999	10/15/2006	3170	190.2	3,360.20	136	6SD28145	7 year	Wolsey	SD.	57384	10/15/1999	10/15/2006	1	\$3,170.00	\$3,170.00		2,873.98
161 10)6	6SD21256	7 YEAR	57471	10/25/1999	10/25/2006	3170	190.2	3,360.20	137	6SD21256	7 уеаг	Roscoe	SD. 7	471-7703	10/25/1999	10/25/2006	1	\$3,170.00	\$3,170.00		2,887.12
162 10	7	6SD80000	3 YEAR	57451	10/25/1999	10/25/2002	5519	331.14	5,850.14	H										l		3,928.56
163 10		6SD76716		57701		10/26/2004					6SD76716	5 year	Rapid City	SD	57701	10/26/1999	10/26/2004	1	\$3,170.00			2,699.93
164 10		6SD84895		57385		10/26/2006					6SD84895		Woonsocke	SD	57385	10/26/1999	10/26/2006	`1	\$3,170.00	\$3,170.00		2,888.43
		HARLES II.		學是透過							\$600 640 FE	57.99扩展	o Deningi	30	: . ITM	Interest relities	110/E3/20016		企業。1751年	**************************************		8,673.18
166 11		6SD49258				10/28/2004			3,360.20													2,703.61
167 11		6SD92534		57438		10/29/2002			5,850.14	II .		_										3,949.91
168 11		6SD01530		57382							6SD01530	7 year	Wessington			11/1/1999		1	\$3,170.00			2,896.32
March Broke States		65000 200	APP IN COLUMN TWO IS NOT THE OWNER.	57/4)812	And the second second	11/1/1/2004			3 3 3 6 0 12 6		6SD(08280)		Bhiokings	- Andrews		_ HVAV/ 998		21 CH 14 W 15 CH	35,170.00			2,896.32
		500/3505 500/3505	ENTANSEA ENTANSEEDE	575/14 27042					1 1 1 2 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0		555,22161 65,005,515		ov vertiseletine. O liveritaisin	- 3D	1. 24. 44. 4. Erene	30 <u>0</u> 70906.	-14/2/2006		35, 170 gc.			5,795.26
172 11		6SD62121				11/2/2004			3,360.20	4100	Transfer and the state	e in the same	en la sumantino - s	219	W-02-10-10-2	THURST STATE	Control of the State of the Sta		, 42, 479 (0)	一种 到500		5,795.26 2,712.81
		6SD34885		57536							6SD34885	7 vear	Harrold	SD	57536	11/4/1999	11///2006	1	\$3 170 nn	\$3,170,00		2,712.01
174		0000-1000	, i Lariet	01000	11/4/1000	(1/4/2000	3170	100.2	J,500.20	11	. Va. (V. 20)		o Alexandria	SD		11/4/1999		ય	\$3,170.00	, ,		8.700.78
	941	65006289	ASY A\SSIO	57/5°.(6		######################################	98 A 70	191052	386080		650068898		Company	SD		M/6/41999			\$3,170.00	\$8800000		2,902.89
176								·			6SD18737		Aberdeen	SD		11/6/1999		teroperatura 1	\$5,519.00	William of the Color of the Col		5,053.95
177 12	20	6SD16962	7 YEAR	57325	11/9/1999	11/9/2006	3170	190.2	3,360,20	11	6SD16962	7 year	Chamberlair		57325	11/9/1999	40.00	1	\$3,170,00			2,906,83
178 12			7 YEAR	57533					3,360.20		6SD42931	7 year	Gregory	SD.	57533	11/9/1999	11/9/2006	i 1	\$3,170.00			2,906,83
179 12	22	6SD46166	7 YEAR	57451					3,360.20			•					, ,, ,, ,, ,	•	4-1	**,		2,906,83
130 12	4	de Duties in	5V/ASS06	57070	 	# 161 <u>/27/2(0</u> 00)	12,1740	6.1 × 61902	3850E0		- LOSIDATALISM	7 VEGTESS	io Grandoedal	SD	625.9768	1/11/27/11/19	1/10/20/2000[a]	**********	38 (170) (10)	E4587407010		2,906.83
45.4		Balander	- V 45509		117(2/12)66			1990					e-Carattevisiai			1,002/04/4	45/12/2008		-350 1770306			5,821.54
182 12	25	6SD55016	5Y Assoc	57223	11/12/1999	11/12/2004	3170	190.2	3,360.20	1												2,731.20
183										153	6SD37507	7 уеаг	Sioux Falls	SD.	57104	11/15/1999	11/15/2006	1	\$3,170.00	\$3,170.00		2,914.71
184		•		:								7 year	Alexandria	SD	57311	11/17/1999	11/17/2006	1	\$3,170.00	\$3,170.00		2,917.34
185								,			6SD60342					11/18/1999	11/18/2006	1	\$3,170.00	\$3,170.00		2,918.66
	611	6S021291	SY ASSIDE	57528		FIFE BOOK	2170	1902	3:300:20	ويتحصوره			o Euric		Name of Street, and Street, and Street, and Street, and Street, and Street, and Street, and Street, and Street,	111/1/19/4/1999	The second second second		- SB,71701010	\$6,470,00		2,919.97
187	_										6SD32723	7 year	Alcester	SD		11/24/1999		1		\$3,170.00		2,926.54
188 12	27	6SD68220	7 YEAR	57028	11/24/1999	11/24/2006	3170	190.2	3,360.20	∥ 158	6SD68220	7 year	Flandreau	SD	57028	11/24/1999	11/24/2006	1	\$3,170.00	\$3,170.00		2,926.54
															-							

Count	Account#	Plan	Zip	K Date	Exp Date	Amt Rec'd Sa	les Tax	Total	Count	Account#	Type of contract	City	State	Zipcode	Contract Date	Expiration Date	How many contr acts	Amount received per contract	Total Received	
189 128	6SD11293	5Y Assoc	57259	11/26/1999	11/26/2004	3170	190.2	3,360.20	159	6SD11293	7 year ass	Revillo	SD	57259	11/26/1999	11/26/2006	1	\$3,170.00	\$3,170.00	2,929.17
	计多数形式编码	34 AP500	i jeist	· 中央企业的	All the College	1. 不是数数点。	19992) 加速結構	The second secon	扩影的心理到底	(SD)			Musical Control		1 1 1 TO 10 1	350,000,00	5,858.34
191										6SD28210	7 year	Miller	SD	57362	11/26/1999	11/26/2006	1	\$3,170.00	\$3,170.00	2,929.17 2,756.95
192 130	6SD20672	5Y ASSOC	57106	11/26/1999	11/26/2004	3170	190.2	3,360.20		6SD06044	10 vear	Eureka	SD	57/37	11/20/1000	11/29/2009	. 1	\$3,170.00	\$3,170.00	3,061,25
193 194									3.5	6SD80196	7 year ass	and the second second	SD.		11/30/1999		1	\$3,170.00	\$3,170.00	2,934.43
195 131	6SD05801	7 YEAR	57370	12/4/1999	12/4/2006	3170	190.2	3 360 20		6SD05801	7 year	Pukwanna	SD	57370	12/4/1999		· · · · · · · · · · · · · · · · · · ·	\$3,170.00	\$3,170.00	2.939.68
196	COBUCCI.			121471000		uhtalisesi i eks	,00,2		41	6SD56162		Yankton	SD	57078	12/4/1999		. 1	\$3,170.00		., 2,939.68
1407 1802	i estational	7 (Exp.)	n stake	7 12/6/05/00			1 (1) (E) (E)	. 2 seculo		and Difference		- 原制語	1.00	- 5745£	可能的图象的	19/6/2016		16,319.00	186 (19.00)	5,122.59
ાંકોર્ટ પ્રાફેશ	5 TH 4 60	7. 理制	E5400	。 第1章/李/李/连/章/	1216 F1610)E	2 (3) 18070 (1	100室	3 350 70	100	108048100	7.444	ADEMBER	- SD	77740	1/2/1994	10/5/2006		- 35/1/3/00	801.DE 00	10,245.18
199 134			57401	12/6/1999				3,360.20	ii .											2,942.31
200 135	6SD34588	7 YEAR	57381	12/7/1999	12/7/2006	3170	190.2	3,360.20		6SD34588		Wessington	SD	57381	12/7/1999		1	\$3,170.00		2,943.62
201				e de la companya	en en en en en en en en en en en en en e	enterente da transcriator		STATE OF CASE		6SD38652		Harrold	SD /	536-6901	12/7/1999		1		\$3,170.00	2,943.62 2,947.57
203 137	T 6SD 6904 6SD70751	CALL THE RESERVE TO SERVE THE PARTY OF THE P	57262	12/10/1999 12/10/1999		AND DESCRIPTION OF THE PARTY OF	1902	3 360 20	The state of	6SD469049 6SD70751	7 year 7 year	Wakondan Miller	SD	and the same of th	12/10/1999	12/10/2006	1	\$3,170.00 \$3,170.00	\$3,170.00	2,847.57 2,947.57
203 137	03070731	/ IEAR	3/302	12/10/1999	12/10/2000	3170	150.2	3,300.20		6SD87952	7 year	Wall	SD			12/13/2006	1	\$3,170.00	\$3,170.00	2,951.51
205								10 mg 1 mg		6SD00934	7 year ass		SD			12/14/2006	i	\$3.170,00	\$3,170.00	2,952.82
206									174	6SD14329	7 year	Ashton	SD	57424	12/14/1999	12/14/2006	1	\$3,170.00	\$3,170.00	2,952.82
207 138	6SD17263	7 YEAR	57058	12/14/1999	12/14/2006	3170	190.2	3,360.20	175	6SD17263	7 year	Salem	SD	57058	12/14/1999	12/14/2006	1	\$3,170.00	\$3,170.00	2,952.82
208 139	6SD84303	7 YEAR	57106	12/14/1999	12/14/2006	3170	190.2	3,360.20		6SD84303	7 year	Sioux Falls	SD		12/14/1999		1	\$3,170.00	\$3,170.00	2,952.82
209		and America	33.3					1. 14.15.		6SD21266	4 year	Hartford	SD			12/16/2005	1	\$3,170.00	\$3,170.00	2,888.06
	TOPPOSET		57000			The second secon		0.000.00		(1995) 特别是	PART MA	onder 7	5.D	- Take	1120000000	日望17/2066		(A)E (US-010)	50.028.00	10,295.51
211 141 212 142			57362 57243	12/17/1999				3,360.20		6SD80952	7	l lane.	SD	E7040	40/40/4000	40/40/0000	`.	en 470 on	60 470 00	2,795.57 2,958.08
212 142	00000002	/ TEAR	31243	12/18/1999	12/10/2000	3170	190.2	3,300.20		6SD50730	7 year 7 vear	Henry Winner	SD		12/20/1999	12/18/2006	1	\$3,170.00 \$3,170.00	\$3,170.00 \$3,170.00	2,960.71
214 143	6SD57296	7 YEAR	57466	12/20/1999	12/20/2006	3170	190.2	3.360.20		6SD57296	7 year	Onaka			12/20/1999		1	\$3,170.00	\$3,170.00	2,960.71
215 144			57580	12/20/1999						6SD77266	7 year	Winner	SD			12/20/2006	i	\$3,170.00	\$3,170.00	2,960.71
216								•	183	6SD37237	7 year ass	Burke	SD			12/21/2006	1	\$3,170.00	\$3,170.00	2,962.02
217 145	6SD05540	7 YEAR	57601	12/22/1999	12/22/2006				11	6SD05540	7 year	Mobridge	SD		12/22/1999		1	\$3,170.00	\$3,170.00	2,963.34
	T 630 6395			2/22/1999	فالمنافع والمساوية							e Certysburg	Comment Street, Section 1		112/22/10/99			The last before to be a first	Kile Control of the Part of the Control of the Cont	2,963.34
219 147	6SD55298	7 YEAR	57274	12/22/1999	12/22/2006	3170	190.2	3,360.20		6SD55298	7 year	Webster	SD			12/22/2006	1	\$3,170.00	\$3,170.00	2,963.34
220	6SD16439	ZVEAD	57474	40/00/4000	40,000,0000	3170	400.0	2 200 20		6SD82461 6SD16439	7 year ass	the Property of the Control of the C	SD		12/22/1999		1	\$5,519.00	\$5,519.00	5,159.20
221 148	176SD47606			12/23/1999				3,300.20	100			Rosco			12/23/1999	2/23/2006	1 2000-2014	\$3,170.00	\$3,170.00	2,964.65 2,965.96
223		e-an response								6SD39635		Ree Heights		The same of the sa	12/27/1999			\$3,170.00		2,969.91
	6SD12734	7 YEAR	57362	12/30/1999	12/30/2006	3170	190.2	3.360.20		6SD12734	7 year ass		SD			12/30/2006	1	\$3,170.00	\$3,170.00	2.973.85
	ariasiculariaja		5/382	Elementaria de la lactica				3,360,20				o W.V.Essintoi(on)		57662			-	58/15/07/00		2,973.85
226 152	6SD11738	7 YEAR	57359	1/2/2000	1/2/2007	3170	190.2	3,360.20	193	6SD11738	7 year	Letcher	SD	57359	1/2/2000	1/2/2007	1	\$3,170.00	\$3,170.00	2,977.79
227		***							D	6SD23700	7 year ass	Eureka	SD	57437	1/3/2000	1/3/2007	1	\$3,170.00	\$3,170.00	2,979.11
228 153	6SD42817	7 YEAR	57382	1/3/2000	1/3/2007	3170	190.2	3,360,20		6SD42817	7 year	Wessington		57382	1/3/2000	1/3/2007	1	\$3,170.00	\$3,170.00	2,979.11
229										6SD09661	7 year	Mitchell	SD	57301	1/6/2000	1/6/2007	1	\$3,170.00		2,983.05
230	1785066246		100 ST 157 THE	- Helinton				3,660,50				Chamberlair		57325	1/6/2000	1/6/2007	1	\$3,170.00		2,983.05
232 155			57252	1/10/2000	the latest the state of the		190 2			6SD79876	7 yearass 7 year	Milbank	SD SD	57252	1/10/2000			\$3,170,00	\$3,170.00	2,983.05 2,988.30
233	300.0070		01232	17 10/2000	111012001	5170	100.2	5,000.20	II .		-	New Effingto			1/11/2000		1			2,989.62
234 156	6SD38453	5Y Assoc	57469	1/11/2000	1/11/2005	3170	190.2	3,360.20			. ,			0,230	., , i, 2000	., 1112001	•	40,170.00	+5,115.00	2,841.55
235 157		5Y Assoc	57469	1/11/2000				3,360.20	"											2,841.55
									-										*	·

10/19/2000

																	How	Amount		
																	many	received		
Count									<u>5</u>		Type of				Contract	Expiration	contr	per	Total	•
8 8	Account#	Plan	Zip	K Date	Exp Date	Amt Rec'd Sai	es Tax	Total	ပြ	Account#	contract	City	State	Zipcode	Date	Date	acts	contract	Received	
236							100	- casystelli	204	6SD05162	7 year	Britton	SD	57430	1/13/2000	1/13/2007	1	\$3,243.00	\$3,243.00	3,061.15
257 (158)	respecto	-57/ASSOC	57/36/5	///S//2010191	1/4/6//2/010/5	3170	1902	3 200 20	200	-85D2817E	To Medicals	o Woodstocki	: SID:	57/6365	15 3/2000	11/11/2/2007		SEL 17701 (010)	- 935-17701.009	2,992.25
238 159	6SD64024	7 YEAR	57103	1/14/2000	1/14/2007	3170	190.2	3,360.20	206	6SD64024	7 year	Dell Rapids	SD	57022	1/14/2000	1/14/2007	1	\$3,170.00	\$3,170.00	2,993.56
239 160	6SD19301	7 YEAR	57041	1/17/2000	1/17/2007	3170	190.2	3,360.20	208	6SD19301	7 year	Lyons	SD	57041	1/17/2000	1/17/2007	1	\$3,170.00	\$3,170.00	2,997.50
240									209	6SD43884	7 year	Wessington		57381	1/20/2000	1/20/2007	1	\$3,170.00		3,001.45
241					Defendance				210	6SD73598	7 year ass	o Miller	SD	57362	1/20/2000	1/20/2007	. 1	\$3,170.00	\$3,170.00	3,001.45
242 161	6SD39365	5Y Assoc	57381	1/20/2000	1/20/2005	3170	190.2	3,360.20	l								-		1	2,858.10
243 162	6SD43127	5Y Assoc	57381	1/20/2000	1/20/2005	3170	190.2	3,360.20	l		_									2,858.10
	[(55]D(0))		57462	And in case of the last of the	_		Committee of the Commit	330020	1	the last water to be a local party of the last	// //eatrabs	o Westington			الأستاد المارسة المتحددة الأشار	1/2/0/2007		E (17/0/00)	Delivery Leading to the	3,001.45
245 164	6SD89683	7 YEAR	57384	1/20/2000	1/20/2007	3170	190.2			6SD89683	7 year	Wolsey	SD	57384	1/20/2000	1/20/2007	1	\$3,170.00	\$3,170.00	° 3,001.45
248 1185	T.68089963	57 Assoc	57362		10/220/22(010)	3170	1902	5,350,20	213	69068662	7 year ass		SDI	67/5162	5 1/20/2006	1/2/01/2/0107/	4 1	\$2,170.00	E 170 00	3,001.45
Autubes:	125000000	EV-ARESCIC	. 572 IC .	0.00£/6600	105.2003	全 强	. 390.2	.1,7,50,11	1.3	。如此如此	gā jest pili	o annighor	. Ju	212-2535	10 20 2000	10/20/2007	2	多數數式學問題	Me 149 90	6,016.03
243	2002			5、1200多级的	。	多种种种		3,000,20						in side						2,867.30
249	2020/2014	100								6SD84218	A CONTRACT OF STREET PARTY AND A STREET	o Watertown	SD	57201	1/26/2000	1/26/2007	1	\$3,170.00		3,009.33
250 168	6SD16781	7 YEAR	57532	1/27/2000	1/27/2007	3170	190.2	3,360.20		6SD16781	7 year	Fort Pierre	SD	57532	1/27/2000	1/27/2007	1	\$3,170.00		3,010.64
251									August 19 G	6SD66504	The second second	o Flandreau	SD	57028	1/27/2000	1/27/2007	2	\$3,170.00	\$6,340.00	6,021.29
252		•							40.000	6SD67198	7 year ass			7234-5707	1/27/2000	1/27/2007	1	\$3,170.00		3,010.64
253		* 1 - 1 - 1 - 1 - 1							N 10 10 10 1	6SD13442	- · · · · ·			7369-9519	1/29/2000	1/29/2007	. 3	\$3,170.00		9,039,82
254	15525.642.0						1 2 2 2	nt David	222	6SD66179	7 year ass	o Platte	SD:	7369-6007	1/29/2000	1/29/2007	4	\$3,170.00	\$12,680.00	12,053.09
255 169	6SD29514		57369	1/29/2000	1/29/2005			3,360.20												2,874.65
256 170	6SD30514		57369	1/29/2000	1/29/2005			3,360.20	1											2,874.65
257 171	6SD36458	5Y Assoc	57369	1/29/2000	1/29/2005	3170	190.2	3,360.20									_			2,874.65
258	00044704	7 3/2 4 2	F7074	0/4/0000	044/0007	0470	400.0	0.000.00		6SD41642	7 year ass		SD	57474	1/31/2000	1/31/2007	3		\$9,510.00	9,047.70
259 172	6SD41734		57371	2/1/2000	2/1/2007			3,360.20	13	6SD41734	7 year	Ree Heights		57371	2/1/2000	2/1/2007	,1	\$3,170.00		3,017.22
260 173	6SD25662		57342	2/2/2000	2/2/2007			3,360.20		6SD25662	7 year	Geddes	SD	57342	2/2/2000	2/2/2007	1	\$3,170.00		3,018.53
261 174	6SD43588		57381	2/2/2000	2/2/2007			3,360.20	226	6SD43588	7 year	Wessington	SD	57381	2/2/2000	2/2/2007	1	\$3,170.00	\$3,170.00	3,018.53
262 175	6SD58148	5Y ASSOC	57339	2/2/2000	2/2/2005	3170	190,2	3,360.20	007	CCD70000	7	- D	00		0/0/0000	0.10.100.07		00 470 00	40 470 00	2,882.01
263	1.5								3	6SD79332	7 year ass		SD	57523	2/3/2000	2/3/2007	1	\$3,170.00	, -,	3,019.84
264				2.4					11	6SD61590				7026-6628	2/7/2000	2/7/2007	2	\$3,170.00	\$6,340.00	6,050.20
265										6SD69972	- This game and a	e e la companya de la companya de la companya de la companya de la companya de la companya de la companya de l		7276-6613	2/7/2000	2/7/2007	2	\$3,170.00	\$6,340.00	6,050.20
266	CODCOOM	7 1/5 4 5	57400	0/40/0000	0400007	3170	400.0	0.000.00		6SD44956		and the state of t	SD	57013	2/8/2000	2/8/2007	1	\$3,170.00	\$3,170.00	3,026.41
267 176	6SD60231		57469	2/10/2000	2/10/2007		and the second second	3,360.20			7 year	Redfield	SD SD	57469	2/10/2000	2/10/2007] massasisti kilosa	\$3,170.00	\$3,170.00	3,029.04
	l, esibidestis.		57:01	2/1/3/2000	2/1/3/2/01015		1910.2	3 (3) 014 (4)	-	1991D10198779	6 year	- Anderson -	3.9	57401	24/10/22/01/05	24/10/2000		367 J. Vo. 100	100480	2,983.10
208/1977		Si essas.	65 2 5 5 67/4 6 6	2016/3060 57060	Section 1	3970	19072	3.555.20 3.556.20	2	15047579	75 7547 465 7 xebi 665		3/± 14 5 5	#774351 27646	- <u>1</u> 2007/25100 - 4007/25100	2745/20009		. 154, 157 ∓. (38) 157 - 158 - 16	95.575.65 98.253.550	3,458.35
271 180	6SD50079		57350	2/17/2000	2/17/2005			3,360,20		5 W-240 (1964)	- 1, 14421, 3128	ectroner, etc.	AT SET		i do topicamento	A BULL OF BUILDING	5 - 5	Section of the second	255,512,513,51	9,114.72 2.909.60
271 100	03D30079	31 ASSUC	37330	2/1//2000	2/1//2005	3170	180.2	3,300.20		6SD77905	7 vear acc	o. Erankfort	SD	57440	2/17/2000	2/17/2007	4	e2 170 00	\$3,170.00	2,909.60 3.038.24
273 181	6SD18985	5 VEAD	57769	2/21/2000	2/21/2005	3170	190.2	3 360 30			6 year	Piedmont	SD	57769	2/21/2000	2/21/2006	1		\$3,170.00	2,990.76
274	030 (0303	3 ILAK	31105	2/2 1/2000	2/21/2003	3170	190.2	3,300.20		6SD64840				7353-6705	2/21/2000	2/21/2007	ו 2	\$3,170.00		
275 B	Paris Salation	ేకీ\\ 4,8800€.	E-57 E-0	1 100/01/03/05/05	112/2012/09	and the second	- 3000			00004040				235-0705	2/2/1/2000		_	1.01	40,340.00	6,087.00
276 183	6SD54934		57258	2/22/2000	2/22/2005		·	3,360.20		25232,02240,1231	್ಷ ೧೯೮೯ ಕನ್ನಡ	e may nomen.		(1935) - 4 - 1950) - 1	displaced space.			Can Lucinos	alisa tapaten	12,179.25 2,918.79
277 184	6SD87365		57258	2/22/2000	2/22/2005			3,360.20											1	
278	00001000	01 /13300	31230	2/22/2000	2222000	3170	100.2	0,000.20	230	6SD29189	7 vear ass	o Camenter	SD :	322-9721	2/22/2000	2/22/2007	4	\$3,170.00	642 680 00	2,918.79 12,179.25
		A VENE				10 10 10 10 10 10 10 10 10 10 10 10 10 1	- 190.2	#3260EP	227	GERMONIAN	6 year	Asemben	SD	Marie Viller			**	\$3,170.00	CONTRACT CONTRACT CONTRACT	•
	r esta me	E VIEW		2 (212) 2 (C12) 2 (212) (213) (C12)		3.176	190.2	3 380 5/0 3 380 5/0		650 603	- 3- V+air (8-V+air	Plotol/mann	- SD	57/4(0)) 157/4(0))	2/2/5//2009 2/2/5//2009	20/07-2000		146 170 OU	051.1(740)40)8 47.1(76.50)	2,993.83 2,998.43
910		E VIE/NE	17/7/	2/2/7/12/01010:	GAT THE	20176	1915.2	AND DESCRIPTION OF TAXABLE	57.151	aspira.a	ia.vr-air	islania	95 95		2 12 7 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2020/201015		17(0) (00)	72.17.10	2,999.43 2,999,96
282					Mark Mark CO		- Treve		243	6SD34878		to the state of the state of the state of the	SD	57435	3/1/2000	3/1/2007	1	\$3,170.00	\$3.170.00	2,999.96 3,055.21
											. ,	condid		01400	JI 112000	3/ 1/200/		40.110.00	Ψυ, 110.00	3,000,21

How Amount received many count Type of Contract Expiration contr per Account# contract City Account# Plan State Zipcode acts contract Received K Date Exp Date Amt Rec'd Sales Tax Total Date Date 190 2 - 3 350 20 - 244, 350 140 15 - 6 year - - Plantin 130 2 - 5 350 20 - 245 - 550 13030 - 6 year, asso Groton en des Toson 8 11 7/0 (910 a. 25 8 a 17/0 (9) 3.009.00 Plankation //4//2/ejeje 188 T 690 1286 SV Assoc - 57445 51 287 00 1.748.14 3/4/20(0)0) Syley/Dioners G719772510101 State Tologia Confedence (Confedence 1995 - FIG. TIOT OFFE TO THEF ERROR STONE 3,420.04 1 286 191 6SD11280 5Y Assoc 190,2 3,360,20 2.949.84 57428 3/10/2000 3/10/2005 1987 KBB TWEENING YET ASSE 3,499,04 288 193 6SD41934 5 YEAR 57350 3/11/2000 3/11/2005 1 \$3,170,00 \$3,170,00 2.951.68 57350 3/11/2000 3/11/2005 3170 190.2 3.360.20 248 6SD41934 5 year Huron SD 289 194 THISD77/021 - 15 MEAR 190 2 3,350 20 229 (8907/321) 6 year SD. 1 - 15. 1700 010 - 652, 1700 010 3,021,27 \$170 Value of Transportation and Alex interior in the confidence of the property and the confidence of t 3.504.38 **网络艾洛斯埃尔** 2.955.36 291 196 6SD95877 5 YEAR 57730 3/13/2000 3/13/2005 3170 190.2 3,360.20 251 6SD95877 5 year Whitewood SD 57793 3/13/2000 3/13/2005 1 \$3,170.00 \$3,170.00 252 6SD05539; 6 yaar - - Costor - --SD: \$5,50,9,00 5.265.39 57401 5,348.90 293 253 6SD18962 7 year asso Aberdeen 3/14/2000 3/14/2007 \$5,519.00 \$5.519.00 190.2 3.360,20 254 6SD09351 5 year 294 198 6SD09351 5 YEAR 57779 3/15/2000 3/15/2005 3170 St. Onge SD 57779 3/15/2000 3/15/2005 \$3,170.00 \$3,170.00 2,959.04 255 6SD88685 6 year asso Spearfish SD 7783-2036 3/15/2000 3/15/2006 \$3,675,03 \$3,675,03 3.507.93 295 4,981,23 3.509.71 The Control of the State of the PARTIES OF THE WASHINGTON 258 6SD54098 7 year asso Willow Lake SD 7278-5401 3/17/2000 3/17/2007 1 \$3,170.00 \$3,170.00 3.076.24 I set indication in a near telepolitical and the 电影电影影响 医多种性 电线 3.513.27 260 6SD94905 6 year asso Roscoe 57471 3/26/2000 3/26/2006 \$3,675.03 \$3,675.03 3,527,49 300 um 69000000 6 year - Canton SD 57019 1/27/2000 5/27/2006 5/2/6006 51 51 52/170:00 SE/170 3,044.27 2.979.28 262 6SD423531 7 year asso Eureka SD 3/28/2000 \$3,170,00 \$3,170,00 3.090.70 302 57437 3/28/2007 263 6SD78017 7 year asso Wessington 57382 3/29/2000 3/29/2007 \$3,170,00 \$6,340,00 6.184.03 303 SD 5,045,30 , per i kangan Masulik seba 45,554,010 v 56 500 0 15g 3fg 引 \$600年5000 (文字包4里) - (2 - (3)D) 255 650/10561 Glycar \$5, 17/01/001 Std 17/01/010 506 206 Trosdiosei - 3 MEAR 57/4189 5519 33 TAL 5 350 M Redinald. 57/ (69 Writ (2010)0 2.897.91 24/14/2201010) <u>306 206</u> T 65000430 - 5 YEAR 266 680B004H 6 7ear \$3.470.00 49/1/20100 24/1/201016 3.051.94 267/ 69DV 636 - 4 year 41/11/2(010)4 513 117/01/010 2.897.91 49/1/2000 \$16 17(0)(0) 268 6SD74152" 7 year McLaughlin SD 57642 4/1/2000 4/1/2007 1 \$3,170,00 \$3,170,00 3.095.96 289 63000897 4 year. 208 TO SECONDER OF WEAR Binton AUMY/PADJOJO). 4//2//2/010/44 615 5719 000 - 615 6719 00 5.057.31 276) 15510344524 - 24 year WWw. 49/49/200000 *éyé*#Z(0)0½£ . 553); (F7/0):(C)O) 2,904.81 311 271 6SD52418 4 year Britton SD 7430-0627 4/6/2000 4/6/2004 1 \$3,170,00 \$3,170,00 2.909.41 312 272 6SD20930 5 year asso Faulkton 57438 4/11/2000 4/11/2005 1 \$1,737.67 \$1,737.67 1,649.26 等。1982年1982年1986年36日 10,170.67 274 69047509 6 7em Postaroll 49/1/2/2/5/6/6/6 170 00 3.068.81 275 6SD64354 4 year 57442 4/18/2000 4/18/2004 Gettysburg SD. 1 \$5,519.00 \$5,519.00 5,113,37 98 470 00 E 470 0 3,090.28 L c)yjey 19012 3,550.20 276 6507A476 6 Vair \$58, 117/01/00 3.087.21 317-219 T 63D73406 - 3 YEAR 4/F244F3(01016) 49/F44412101015 3170 -Alberdicen 57/4(0) 4/224/210(0)0 49/22/12/01016 \$18 214 T 60044649 - 3 VEAF 201 Au 5.350 KI 07/5 (6SID) (4S/49) 4: Vergi micioneles Sidi 57/5001 QV/2/e//2(0)0(0) 4y/21/8//2/01010 11 33 170 100 (53 170 0) 2,955,41 319 215 6SD91297 5 YEAR 57273 4/29/2000 4/29/2005 190.2 3,360.20 279 6SD91297 5 year Waubay SD 57273 4/29/2000 4/29/2005 \$3,170.00 \$3,170.00 3,041.85 280 6SD32365 4 year Gettysburg SĎ 57442 5/2/2000 5/2/2004 \$5,519.00 \$5,519.00 5.169.43 320 281 6SD42942 4 year 5/4/2000 5,177.43 321 Mobridge SD 57601 5/4/2004 \$5,519.00 \$5,519.00 282 6SD33501 7 year asso Winfred 57076 5/9/2000 5/9/2007 \$3,170.00 \$6,340.00 6,291.83 322 SD 2 283 6SD83133 4 year 5,201.46 Rapid City SD 57701 5/10/2000 5/10/2004 \$5,519.00 \$5,519.00 323 1 3170 190.2 3,360.20 284 6SD15294 5 year asso Roscoe SD \$1,837.65 \$1,837.65 1,776,16 324 216 6SD15294 5Y Assoc 57471 5/1/2000 5/11/2005 57471 5/11/2000 5/11/2005 1 325 285 6SD58888 4 year Mobridge SD 57601 5/11/2000 5/11/2004 \$5,519,00 \$5,519,00 5.205.46 526 217 T 55D45345 3 YEAR Heneda Si THE PROPERTY. 415-1770-00; SE 1770-01 2.992.21 627 218 TOSDE/649 STREAT Transper Lake 5,225,48 37/ (a/la/cio)2 288 6SD17020 4 year Highmore 57345 5/17/2000 5/17/2004 1 \$5,519.00 \$5,519.00 5,229.49

10/19/2000

																	How many	Amount received	
Count	Account#	Plan	Zip	K Date	Eyn Date	Amt Rec'd	Sales Tay	Total	Count	Account#	Type of contract	City	State	Zipcode	Contract Date	Expiration Date	contr	per	Total Received
330 220	6SD46642	5 YEAR		5/17//2000 5/18/2000	5/17/200	6 SH 6 170			289	ACTOR AND ADDRESS OF THE PARTY	5 Verii	Elightrone Clearfield	SD		or at the second	551792006	建設	\$3,170.00	\$4,070,00
331 221	6SD94508	5Y Assoc		5/18/2000	5/18/2005	3170	190.	2 3,360.20			o year			0,000	0/10/2000	5/ (0/2000 - 12/2/2006		ψο, 17 ο.οο	φο, 17 0.00 Φοροκονούσο
333					a alexel as of				-	6SD02070		Ree Height		57371	5/21/2000	5/21/2006	1	\$3,170.00	\$3,170.00
504 226 535 224	TE (6:810:1014)6	B MEAR	5/1557 - 5/1557	5/22/2000 - 5/25/2000	5/22/200 5/25/2004	317/0 31/70)	2 5 359 2 2 359 2	-	921D1754170	- 6 yeer - 6 yeer	Engle Build Trieil City	SD	97/929 97/967/	5/249/201000 (5/249/201000	5/22/2006 5/23/2006		. 55 170.00 - 56 170.00	35 17/0 00 55 17/0 00
336	1) 63D0(250)	D MEAR	5/642	· 6/2/2000	- 6/8/200			4 - 0 3 5 0 2 0	3.4	6SD02571	The Lat of Street, and the Art St. Lat.	Hurley Wid-aughiji		57/6/12	5/30/2000	- 6/3/200a		\$3,170.00 \$5,170.00	\$3,170.00
339 227	TI 6S05/058 6SD04848	7 YEAR	57370 57375	6/6/2000 6/6/2000	6/6/200			2 3,360.20	195	6SD57158 6SD04848		Stickney	SD	57375	1/6/2000	1/6/2007 1/6/2007	1 1	\$3,170.00 \$3,170.00	\$3,170.00
340 340 208	T.65048845	SYEAR	5.445	. F8/7//2(0)0(0)	67/200	3170		1560E	297	6SD32517	7 year as	so Frankfort Pignmore	SD SD	57440	6/7/2000	6/7/2007 6///2006	4	\$3,170.00 \$6,470.00	\$12,680.00 \$3,170.00
342 229 343	6SD82942	7 YEAR	57341	6/11/2000	6/11/2007	7 3170	190.2	3,360.20	1	6SD82942 6SD19760	7 year 4 year	Ree Height Black Hawk		57371 57718	1/11/2000 6/13/2000	1/11/2007 6/13/2004	1	\$3,170.00 \$5,519.00	
3 44 240 3 5 251	īj (6910)000(14): Ti (6910)7-[4929)	SYEAR SYEAR	57,07 6 57,47 <i>7</i> 2	6/15/20(0)0 6/13/2(000)	6/13/200 6/13/200), 5611e 51170			200	68030914 6807/1429	- 21-year- Gyear	Yankion Salay	- 50 50⊁	57/07/3 57/45/2	8/43/2000 6/40/2000	6/4/5/2002 6/4/5/2006		31.319100 33.670.00	(25,31)8 00 13,170100
aul7-266	ir asiD)/7:0004	S VAEAR	57/612	671572000	6/15/200	5 - 50170		2 2 380 2	10 2012	66077000	Gryear	Alpeie	90	57/8/E2	18/18/12000	6/1/2/2006		\$86 117/01/000r	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
	Trestonidado	S WEWE	27800	#/Ele/#0000	/s//28//2000				1	ระบาทธิบ สมาชยวงสนใช	î yelî is Gwezir	- ได้เล่นสมเดิกใก	: : : : : : : : : : : : : : : : : : :	69/s.cs	le le Teimeir	15/20/2/0012		15-15-1101 /nlm	
350 236	6SD59883	7 YEAR	57585	6/29/2000 7/5/2000	A STATE OF THE PARTY OF THE PAR		190.2	3,360.20		6SD59883	7 year	Wood Gallysburg	SD	57585	1/29/2000	1/29/2007	1	\$3,170.00 \$5,619.00	
353 353	T 65D19952	-5 YEAR	- 57501	7/77/2000	7/7/1200	5 15170		2 3 3 3 3 2 3	306	68ID(19116)2	© y/ear	TVIalamalgia -	SD SD	57438	7/7//25000	7/7///2006		33 17/0 00	93,170.00
	11 (9.517) (9.54)	5 YEAR		-7/17//2/0000	7/7/200	\$170		2 3 860 ZI	. 7411. 2000	Park Name of the Control of the Cont	ि <u>प्रदेश</u>	White Hors	SD	5766il	7/7/2000 7/7/2000	7/7/2007 	2	\$3,170.00 \$3,170.00	\$6,340.00 \$6,170.00
366 <u>2</u> 41	T 60025712	3 VĒR	57501	7/1/2/2/doe			3514	2√350 il-	\$10	(ISDZ6202	A-Veet	Ger stars Plente	SD.	5/50I	7//1/2/2/0000			55 (\$ (\$0) (\$5 (\$ (\$0)	35,519.00
357 223 358 225	T (5510(54970)	a MEAR a MEAR	57/539 57/539	71/12/2000	7/12/200 7/12/200	5519	5511	F 5,650 W	312	95101512570) (9510)9515100	ं	r (Fame) Timbar Lak		57/939 57/939	-7/1 <u>2/2000</u> -7/12/2000			96,519.00 95,519.00	65,519.00 65,519.00
350 245 350 245	T 6505 1998 T 6502 697	SYEAR	= 57528 57559	7//13/2000 7//14/2000	7//13/200 7//14/200		190	E. 201.2		68001998 68021097	g Asal. g Asal.	Benha Mujata	- SD SD	57/52/5 57/559	7/13/2000 7/14/2000	7//18/2006 7//12//2006	1.	95 17/0/00 95 17/0/00	\$53,170,00 -\$5,175,60
361 246 362 227	3] 650.09266 TF5.0082829	5 (EAR) 5 (EAR)	57400 57389	7/6/6/2010(6) 7////6//2(016)0	7//16//200 7//16//200					GEIDREREE GEIDREREE	5 year 5 year	Abeldeen Westington	SD SD	57401 57501	7//16/2000 7// 5/2000	7//16/2006 7//16/2006	1	88,170.00 82,170.00	\$5,470.00 \$6,470.00
164 (24 <u>6</u>	Tonostara.	S YEAR	67/9821	7/07/2000	7//17/200		170	2,560 20 2,560 20	917	4600474779	.8 .∕⊙ €ii	-Omida	- (- (5)	57554	7/(7/ <i>b</i> 05)6j6j	7//17/2006	1	\$18 1176 (0)6)	- 1958, 19570) (31d)
365 365 250	T (6510)7(1902)	EY ASSOC	5/50	47 7/6 7/2 (DO)	7/17/200	6-1-2-10 S170		33020	318	6SD47381	6 year	Langford	SD SD	57454	7/17/2000	7/17/2006	1	\$3,170.00	\$3,170.00
368 252	1 445 7 75%	\$ 7 A 4 10 G	57555	7/19/2000	7.16.201	3575	-	3,360.20	321	6SD46896	15 HF51 281	Mission	SD	57555	7/19/2000	7/19/2005	1	\$3,170.00	# 150. 20
	Trascovacy		57/601 57/601	7/1/5/2000 7/1/5/2000	7/19/2/0			5,600 (c		GGDS(NO)	4 year	- Moorelge Preme	\$0 30	57500 57500	7/19/2000	-7/4/9/2003 -7/4/9/2003 -7/49/2003		35,610.00	. Sia, 5 Fe 00
	T 65097658 6SD98586	D YEAR!	157(574)	7//(3/2000)	7/19/200	8170	1991	3,360.20		FSD47/SS		White Royal		57579)	1/19/20008 1/19/20008	76/1136/2006 76/1136/2006	1	95 170,00 95 170,00	, 86, 170,60 86, 170,50
	11 0000000 11 0000000000000000000000000	5Y Assoc	57651	7/19/2000	WITH AN AT LAST ATTACK TO			3,360.20		95D49557	io veen	- Like Presid	SD.	37249	1420120E0	7/20/2006	i j	46 170 00	(51.770.00
375		2 0 - 2 2 2 2				· 1. 18.4.1 概念於整			327	6SD62604	6 year	Kyle	SD	57752	7/21/2000	7/21/2006	1	\$3,170.00	\$3,170.00

•	CUT AND I	PASTE OF	CUSTOM	ER LIST FILE	D OCTOBE	R 20, 2000				CUT AND	PASTE OF C	USTOM	IER LIST F	LED FEBR	JARY 4, 200	13			10/19/2000
Count	Account#					Amt Rec'd Sa			O Rocount#	Type of contract	City	State	Zipcode	Contract Date	Expiration Date	How many contr acts	Amount received per contract	Total Received	·
376-25	T68005714	ESYEAR	5/8/2	<i>7//23//2</i> 000	77/26/2010):	第二十三十 00年	1902	3 350 20		Gyear /	- Candas	SD.		7/26/2000				-56 i70 0i	3,229.84
377				Veletan gjeddi					329 6SD75915	6 year	Rapid City	SD	57701	8/1/2000	8/1/2006	. 1	\$3,170.00		3,239.04
100 E/S			5,5,552	3. E42.2010	E. (E.O. C.) 1815		3.00 20		461-462-464	1897		- 120	7 7 6		-93200			384700	3,242.11
379					1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				331 6SD51797	4 year	Gettysburg	SD	57442	8/8/2000	8/8/2004	1	\$5,519.00	\$5,519.00	5,561.84
381 26			57601	8/14/2000	8/14/2003	5519		5,850,14	DATE TO SERVICE		ministrations.		James Ambreco	PRINCIPLE STATES	通的是10%	2.1	THE POST OF	经支付金属的	27,929.31
382 263	6SD14458		57601	8/14/2000				5,850.14							•	•		j	5,497.53 5,497.53
383 264	6SD18945		57601	8/14/2000				5,850.14											5,497.53 5,497.53
384 26			57601	8/14/2000		5519		5,850.14										į	5,497.53
				2000		(*(A) 1850E)	M 1 5 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			New Section	e inicialità di la	40		Historiani	···斯尔特//(01523)	- 20	ANS. THIS SHE	AND STREET	11,179.73
386 26	6SD34412	3 YEAR	57601	8/15/2000	8/15/2003	5519	331.14	5,850.14		Carried Services (Carried Services)				or leaves, may min or our right	in programpion of the	- 1			5,502.87
367 26	TridisiDid927/4	5 YEAR	57/057	a/15/2006	8745/2005	i 3170	1902	S 850 20		la vezir	Uita	- SD	57067/	8/15/2000	8/15/2005		\$6 (17/0)(0(0)	555 770100	3,260.51
383, 26	Trandication	TO YEAR	-67/6516	37/17//2006)	8/17/200E	5170	1907.2	a: 3au, 20	39% G6D664G	- Ĝry/⊋err	- Timber Lake	SIDI	57036	8/17/2000	8/17//20196		86.170.00	86 170 00	3,263.58
339 27/	T (530(27/30))	57個級	-57473	3/19:4/2010 (0)	\$/24/2008	3170	18012	3 30 20	566 69D27394	6 year	Street	₽D.	- 57478	8/24/2000	6/84/2006		\$8,170,00	858-117/01/010	3,274.32
390					44.	4 1 (24.4) 444.1.5	Contraction		337 6SD48943	6 year	Hosmer	SD	57448	8/31/2000	8/31/2006	1	\$3,170.00	\$3,170.00	3,285.05
391		100							338 6SD55331	4 уеаг	Menno	SD	57045	8/31/2000	8/31/2004	1	\$5,519.00	\$5,519.00	5,653.93
392									339 6SD49109	6 year ass	o Ft. Pierre	SD	57532	9/1/2000	9/1/2006	2	\$3,675.00	\$7,350.00	7,620.32
393									340 6SD21943	4 year	Mobridge	SD	57601	9/2/2000	9/2/2004	1	\$5,519.00	\$5,519.00	5,661.94
394									341 6SD49443	6 уеаг	Burke	SD	57523	9/2/2000	9/2/2006	1		\$3,170.00	3,288.12
395								7.8 (6)	342 6SD49609	6 year	Eagle Butte	SD	57625	9/6/2000	9/6/2006	1	\$3,170.00	\$3,170.00	3,294.25
396									343 6SD49776	6 year	Timber Lake		57656	9/6/2000	9/6/2006	1	\$3,170.00	\$3,170.00	3,294.25
397									344 6SD22109	4 year	Hoven	SD	57450	9/16/2000	9/16/2004	1		\$5,519.00	5,718.00
398									345 6SD48252		o Lake Andes		7356-6730	9/16/2000	9/16/2007	. 5		\$15,850.00	16,584.09
399									346 6SD50109	6 year	Hoven	SD	57450	9/16/2000	9/16/2006	, 1		\$3,170.00	
400									347 6SD50276	6 year ass		SD	57315	9/18/2000	9/18/2006	1		\$3,710.00	3,876.96
401									348 6SD50443	6 year	Avon	SD	57315	9/18/2000	9/18/2006	1	\$3,170.00	\$3,170.00	3,312.66

349 6SD22276

350 6SD52112

351 6SD50609

352 6SD50776

353 6SD50438

354 6SD05099

355 6SD81095

356 6SD22776

357 6SD22943

358 6SD23109

359 6SD51109

360 6SD51276

4 year

6 year

6 year

4 year

4 уеаг

4 year

4 year

4 year

4 year

6 year

6 year

Stockholm

Seneca

Presho

Bowdle

Parker

Scenic

Ludlow

Hoven

Mobridge

Watertown

Pine Ridge

7 year asso Westport

SD

SD

SD

SD

SD

SD

SD

SD

SD

SD

SD

SD

57481

57568

57428

57201

57264 9/21/2000 9/21/2004

9/21/2007

9/26/2006

9/27/2006

10/2/2004

10/4/2004

10/5/2004

9/21/2000

9/27/2000

10/4/2000

10/5/2000

57053 10/12/2000 10/12/2004

57780 10/12/2000 10/12/2004

57770 10/14/2000 10/14/2004

57755 10/16/2000 10/16/2006

57450 10/18/2000 10/18/2006

57473 9/26/2000

57601 10/2/2000

2

2

5

Staff Calcualted Unearned Revenue as of 10/19/00 1,573,866.05

\$5,519.00 \$11.038.00

\$3,170.00 \$3,170.00

\$3,170.00 \$3,170.00

\$3,170.00 \$3,170.00

\$5,519.00 \$5,519.00

\$5,519.00 \$11,038.00

\$5,519.00 \$27,595.00

\$5,519.00 \$5,519.00

\$5,519.00 \$5,519.00

\$5,519.00 \$5,519.00

\$3,170,00 \$3,170,00

\$3,170.00 \$3,170.00

11,476.04

3,323.39

3,324.93

3,326.46

5,782.07

11,580.15

28,970.41

5,822.11

5,822.11

5.830.12

3,355,60

3,358.67

402

403

404

405

406

407

408

409

410

411

412

413

S&S's CALCULATIONS PER FILING

Filing Date		Unearned Revenue	AFC Amount	Bond Calculation	Bond Provided	Unearned Revenue	AFC Amount	Bond Calculation
August 20, 2000		699,299.95 (1)	603,000.00 (2)		50,000.00 (3)			
June 22, 2001		785,246.39 (4)	718,128.25 (5)	67,118.14	75,000.00 (6)			•
December 21, 2001	(a) N	OT FILED						, d
July 22, 2002	(b)	814,272.42 (7)	748,391.63 (8)	65,880.79	75,000.00	924,075.58 (9)	748,391.63 (8)	175,683.95 (10)
November 4, 2002	(c) Inf	ormation only intended to co	rrect errors and add informa	ation for July 22, 2002 filing		924,461.11 (11)	748,391.63 (8)	279,985.34 (12)
February 3, 2003	(d))	1,807,794.73 (13)	158,785.47 (14)	873,047.75 (15)	75,000.00	2,229,173.09 (16)	158,785.47 (17)	2,081,997.53 (18)

SOURCES

- From Exhibit S5b, page 10 of 10, sum of 10th column (1)
- From Exhibit S6, page 2 of 2
- (3) From Exhibit S4, page 3 and 4 of 4
- (4) From Exhibit S7, page 10 of 13 (attachment number 9 of 9), sum of 10th column
- From Exhibit S7, page 11 of 13
- From Exhibit S7, page 12 and 13 of 13
- From Exhibit S9, page 14 of 14, sum of 11th column (7)
- (8) From Exhibit S9, page 2 of 14
- From Exhibit S10a, page 12 of 12, column Q, line 425
- From Exhibit S10a, page 12 of 12, column Q, line 430
- From Exhibit S14, page 10 of 10, sum of column titled "Staff Calculation Unearned Income" (11)
- (12) From Exhibit S14, page 10 of 10, sum of column titled "TOTAL AMOUNT Included in Bond Calculation"
- From Exhibit S19, page 15 of 16 (spreadsheet page number 14 of 15) sum of column titled "Unearned Amount"
- Amount not given by S&S. From Exhibit S21, page 13 of 14 (spreadsheet page number 11 of 12), Sum of column titled "Dwed to Aberdeen Finance" (14)
- From Exhibit S19, page 15 of 16 (spreadsheet page number 14 of 15) last column (titled "Unearned Amount") last number
- From Exhibit S21, page 14 of 14 (spreadsheet page number 12 of 12) sum of column titled "Staff Calculated Unearned Income (all Customers)" (16)
- From Exhibit S21, page 13 of 14 (spreadsheet page number 11 of 12), Sum of column titled "Owed to Aberdeen Finance" (17)
- From Exhibit S21, page 13 of 14 (spreadsheet page number 11 of 12), Sum of column titled "TOTAL AMOUNT Included in Bond Calculation"



FOOTNOTES

- (a) Filing was never filed.
- (b) Filing was due June 21, 2002 Considered a late filing
- (c) This filing is a re-submission of the July 22, 2002. Information current as of July 17, 2002

STAFF'S CALCULATIONS

PER FILING

(d) Filing was due December 21, 2002 - Considered a late filing

JUL 2 1 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN	THE	MATTER	OF	S&S)	SUBPOENA
COM	MUNICA	TIONS/ALTE	RNA-C	ELL'S)	
COMI	PLIANCE	WITH COMMIS	SION O	RDER)	TC02-166

THE STATE OF SOUTH DAKOTA TO: Wendy Fransen

YOU ARE HEREBY commanded to appear before the Public Utilities Commission (Commission), in Room 412 of the State Capitol, 500 East Capitol, Pierre, South Dakota, on June 30, 2003, at 9:30 A.M. to give testimony as a witness on behalf of the Commission Staff in the above proceeding and to produce to the Commission, acting through its Staff, any and all papers and documents related to any contract, arrangement, act or omission in your possession involving S&S Communications or any person or entity associated with S&S Communications.

Issued in the name of Robert K. Sahr, Chairman, Public Utilities Commission, Pierre, South Dakota, on this 29 to day of June, 2003.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Bv.

500 East Capito

Pierre, SD 57501

Telephone (605) 773-3201

JUL 2 1 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA PUBLIC OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S	.)	ADMISSION OF SERVICE
COM	MUNICA	TIONS/ALTE	RNA-C	ELL'S)	
COMF	PLIANCE	WITH COMMIS	SION OF	RDER)	TC02-166

I, <u>Werdy Framser/</u> hereby acknowledge receipt of Subpoena directed to me on the <u>30 ml</u> day of June, 2003, in Pierre, South Dakota.

Mendy France

JUL 2 1 2003

BEFORE THE PUBLIC UTILITIES COMMISSION THE DAKOTA PUBLIC OF THE STATE OF SOUTH DAKOTA UTILITIES COMMISSION

IN	THE	MATTER	OF	S&S)	SUBPOENA
COMM	UNIC	ATIONS/ALTE	RNA-C	ELL'S)	
COMPL	IANCE	WITH COMMIS	SION O	RDER)	TC02-166

THE STATE OF SOUTH DAKOTA TO: Chris Welson

YOU ARE HEREBY commanded to appear before the Public Utilities Commission (Commission), in Room 412 of the State Capitol, 500 East Capitol, Pierre, South Dakota, on June 30, 2003, at 9:30 A.M. to give testimony as a witness on behalf of the Commission Staff in the above proceeding and to produce to the Commission, acting through its Staff, any and all papers and documents related to any contract, arrangement, act or omission in your possession involving S&S Communications or any person or entity associated with S&S Communications.

Issued in the name of Robert K. Sahr, Chairman, Public Utilities Commission, Pierre, South Dakota, on this 24th day of June, 2003.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Rν·

500 gast Capitol Pierre, SD 57501

Telephone (605) 773-3201

JUL 2 1 2003

BEFORE THE PUBLIC UTILITIES COMMISSIONUTH DAKOTA PUBLIC OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER IONS/ALTE		S&S FIL'S)	ADMISSION OF SERVICE
		ITH COMMISS)	TC02-166
I, me on th	Chri ne 25 th	≤ /Vc/5/m - day of June,	_ hereby 2003, in	acknowl Rierre , S Platte	edge r outh C	eceipt of Subpoena directed to Jakota.
					MI	Alelsan

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

lN	THE	MATTER	OF	S&S)	SUBPOENA
COM	MUNICA	TIONS/ALTE	RNA-C	ELL'S)	
COMF	PLIANCE	WITH COMMIS	SION OF	RDER)	TC02-166

THE STATE OF SOUTH DAKOTA TO: Keith Willard

YOU ARE HEREBY commanded to appear before the Public Utilities Commission (Commission), in Room 412 of the State Capitol, 500 East Capitol, Pierre, South Dakota, on June 30, 2003, at 9:30 A.M. to give testimony as a witness on behalf of the Commission Staff in the above proceeding and to produce to the Commission, acting through its Staff, any and all papers and documents related to any contract, arrangement, act or omission in your possession involving S&S Communications or any person or entity associated with S&S Communications.

Issued in the name of Robert K. Sahr, Chairman, Public Utilities Commission, Pierre, South Dakota, on this \mathcal{A} 6 \mathcal{A} 6 day of June, 2003.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Βv.

500 East Capitol Pierre, SD 57501

Telephone (605) 773-3201

JUL 22 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN	THE	MATTER	OF RNA-C	S&S FLL'S	.)	ADMISSION OF SERVICE
COMP	I IANCE W	ITH COMMISS	SION OF	RDER)	TC02-166
I me on t	, <u>Kei M</u> he <u>27 M</u>	day of June,) _ hereby 2003, in	/ acknowl Pierre , S Duyone	edge South	receipt of Subpoena directed to Dakota.
			_	/		Tillard

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

RECEIPED:

JUL 2 3 2003

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA- CELL'S COMPLIANCE WITH COMMISSION ORDER))))	SOUT TC02-160TILI RETURN BY I ENFORCEME OFFICER	
I, <u>Craig Anderson</u> , hereb	by certify that I	am a Deputy St (Law Enforcement T	ver.FF
in <u>Brown</u> County, Sou	th Dakota, and	that a copy of the Subp	oena in the
above titled action came into my possession	the 18 th day	of July	
2003. I served the same on the Alstan	f July	, 2003, by delivering	ng a copy to
Aberdeen Finance Corporation at 18 3			
		Signature	7.32 ·0 3
		Printed Name	ANDERSON

JUL 2 3 2003

SHERIFF'S RETURN

TC02-166

and Day Book Entry SOUTH DAKOTA PUBLIC UTILITIES COMMISSION TATE OF SOUTH DAKOTA, COUNTY OF BROWN, SS.

I, Mark Milbrandt, Sheriff of Brown County, S.D., hereby certify and return that the annexed papers listed below came into my hand for service on 07/18/03 and that on 07/21/03 , I duly served the same upon the within named TIMOTHY RICH by delivering to and leaving with said personally, true and correct copies TIMOTHY RICH of said civil process at ABERDEEN FINANCE in said County of Brown, State of South Dakota, and I hereby certify that I know the person so served.

SHERIFF'S FEES	ENTRY SD PUBLIC UTILITIES COMMISS	PLAINTIFF
1. Subpoena	-VS-	
2.		
3.	S&S COMMUNICATION/ALTERNAC	DEFENDANT
		GARNISHEE
4.		
5. II		
6.		
7.	RECEIVED FROM: SD PUBLIC UTILIT 500 EAST CAPITOL	
	PIERRE, SD 57501	
8.	RECD:07/18/03 SERD:07/21/03 RE	ETD:07/22/03
MILES DRIVEN: 3	IN WHAT COURT: TC02-166	
MILEAGE 1.05		
COPIES 0.00 SERVICE CHARGE 7.50	SERVED BY: CRAIG ANDERSON	
	SERVED UPON: TIMOTHY RICH	
TOTAL FEES 8.55		

Dated at Aberdeen, South Dakota

07/22/03

ORIGINAL

BILLING NOTICE

BY DEFENDANT

NUMERICAL

MARK MILBRANDT BROWN COUNTY SHERIFF

PO BOX 369 ABERDEEN, SD 57402-0369

PROCESS SERVER

DATE PAID:

RECEIPT#

PATRICK T. DOUGHERTY TIMOTHY J. DOUGHERTY 605-335-8586 FAX: 605-331-2519

July 22, 2003

RECEIVED

JUL 2 4 2003

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Kelly D. Frazier, Esq. SD Public Utilities Commission 500 East Capitol Avenue Pierre, SD 57501-5070

RE: Aberdeen Finance Corporation/S & S Communications

Dear Kelly:

Enclosed is an ORIGINAL Admission of Presentment of Letter of Credit signed by Tim Rich, Vice President of Aberdeen Finance Corporation.

If you have any questions, please feel free to contact me.

Sincerely,

Patrick T. Dougherty

PTD/kas Enclosure

cc: Tim Rich

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

RECEIVED

JUL 2 4 2003

)	SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
IN THE MATTER OF S & S	ĺ	TC 02-166
COMMUNICATIONS/ALTERNACELL'S)	
COMPLIANCE WITH COMMISSION)	ADMISSION OF
ORDER)	PRESENTMENT OF
)	LETTER OF CREDIT

I, Timothy J. Rich, admit that on June 23, 2003, in Aberdeen, South Dakota, I was presented with an Affidavit of Robert K. Sahr, Chairman of the South Dakota Public Utilities Commission, and Aberdeen Finance Corporation's original Irrevocable Standby Letter of Credit Opener's Reference No. SS01.

Dated this <u>22</u> day of July, 2003.

Timothy Rich, Vice President Aberdeen Finance Corporation

JUL 2 5 2003

BEFORE THE PUBLIC UTILITIES COMMISSION DAKOTA PUBLIC OF THE STATE OF SOUTH DAKOTA UTILITIES COMMISSION

IN	THE	MATTER	OF	S&S	.)	ADMISSION OF SERVICE
COM	MUNICAT	TIONS/ALTE	RNA-C	ELL'S)	
COM	PLIANCE V	VITH COMMISS	SION OF	RDER)	TC02-166
	I, Troy	Clauel	_ hereby	/ acknowl	ledge	receipt of Subpoena directed to Dakota.
me on	the <u><i>\$5</i></u>	day of June,	2003, in	Pierre; S	South	Dakota.
				Sirnx	Fights	5)
		·	Ó	01	ing	O. And
			_		F	

JUL 2 5 2003

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUI UTILITIES COMMISS

IN	THE	MATTER	OF	S&S)	SUBPOENA
COMM	UNICA	ATIONS/ALTE	RNA-C	ELL'S)	
COMPL	IANCE	WITH COMMIS	SION OF	RDER)	TC02-166

THE STATE OF SOUTH DAKOTA TO: Troy Clave/

YOU ARE HEREBY commanded to appear before the Public Utilities Commission (Commission), in Room 412 of the State Capitol, 500 East Capitol, Pierre, South Dakota, on June 30, 2003, at 9:30 A.M. to give testimony as a witness on behalf of the Commission Staff in the above proceeding and to produce to the Commission, acting through its Staff, any and all papers and documents related to any contract, arrangement, act or omission in your possession involving S&S Communications or any person or entity associated with S&S Communications.

Issued in the name of Robert K. Sahr, Chairman, Public Utilities Commission, Pierre, South Dakota, on this <u>JYM</u> day of June, 2003.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Bv.

500 East Capitol ` Pierre SD 57501

Telephone (605) 773-3201

Platte River INSURANCE COMPANY

4610 University Ave., P.O. Box 5900 Madison, WI 53705-0900 Phone: (608) 231-4450 Toll Free: (800) 475-4450

August 27, 2003

Kelly Frazier
Assistant Attorney General
South Dakota Public Utilities Commission
Via Facsimile: 605-773-3809

RE:

Claim Number:

101789

Bond Number:

40030524

Principal:

S & S Communications

Obligee:

State of South Dakota

Dear Attorney Frazier:

The complaint and/or demand forwarded to us regarding the captioned matter has been received.

Attempts are being made to contact the principal to obtain his/her version of the allegation.

Please provide documentation that supports the amount of the loss. I have enclosed a Proof of Loss form for you to complete and return to us. We will need the original copy mailed back as it needs to be notarized. The forwarding of the Proof of Loss form shall not be considered as a waiver of any of Platte River Insurance Company rights or defenses; all of those rights are specifically reserved.

My telephone number is 608-232-5513. My e-mail address is paframke@capitolindemnity.com.

rat rtanske Claims Adjuster

Enclosure

Platte River Insurance Company Claim#	pai
4610 University Ave., P.O. Box 5900 Madison, WI 53705-0900	
Phone: (608) 231-4450 FAX: Claims (608) 231-3005	

PROOF OF LOSS

Name and Address of the Claimant	
Person(s) Familiar With The Facts And Phone Number(s) And Job Title(s)	· ·
Federal Tax Identification Number or Social Security Number (Required)	
Name of Principal	Band or Policy Number
Date(s) Of Loss	Date Loss Reported To Company
In the space below, specify the name(slosses(es), how the loss(es) were caused a reference to and attach hereto any docum statements.	nd when the loss(es) occurred. Make

DETAILS OF LOSS

If space provided is insufficient, use other paper and attach hereto.

In the space below, describe each item of loss for which claim is made and the amount claimed (indicate the interest of any other person, firm or corporation in the item of loss), and each credit to be applied against the items of loss.

Date of Loss	Description of Item of Loss or Credit	Amounts Claimed or Credited
	·	
		Total Loss Credits
	·	Net Loss
and retention of	that the above facts and details of loss are subject this form by the Company as completed by the urstipulation or condition of the bond or policy or der.	idersigned does not constitute a
State of)) ss:	
County of		Signature of Claimant
	, being duly sworn, depose of	es and says that he/she is the
constitute a con	nents above, on the preceding page hereof and applete and truthful recital of all facts now known a withheld or suppressed by the insured.	in any papers attached hereto concerning this claim with no
Subscribed and	sworn to before me this day of	, 20
Notary Public My commission		

J:\paframke\aaa.platte river.pol.doc

CONFIDENTIAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF	S&S)	FINDINGS OF FACT;
COM	MUNICAT	TIONS/ALTE	RNA-C	ELL'S)	CONCLUSIONS OF LAW;
COMP	LIANCE V	VITH COMMIS	SION OF	RDER)	NOTICE OF ENTRY OF
)	ORDER
)	TC02-166

NON-CONFIDENTIAL VERSION¹

On June 6, 2003, the Public Utilities Commission (Commission) received a Motion for Order to Show Cause and Notice of Hearing (Motion) from Commission Staff. In the Motion, the Commission Staff moved that the Commission issue an Order to Show Cause against S&S Communications/Alterna-Cell (S&S) pursuant to ARSD 20:10:01:45 and a Notice of Hearing pursuant to ARSD 20:10:24:04.03. Staff requested that the Commission consider the following issues at the show cause hearing: 1) whether the Certificate of Authority of S&S should be revoked; 2) whether fines or penalties should be imposed if S&S is found to have acted in violation of the Commission's March 20, 2003 Order and/or the COA Order; 3) whether an Order to Compel should be issued requiring S&S to produce books and records as provided in SDCL 49-31-7.1; and 4) whether other appropriate relief should be granted by the Commission.

On June 11, 2003, the Commission received a Supplement to Motion for Order to Show Cause and Notice of Hearing (Supplemental Motion) from Commission Staff. In the Supplemental Motion, Staff requested that Les Sumption and Matt Swearingen be prohibited from ever possessing any authority to provide any telecommunications services in the state if the Commission revokes S&S' COA. Staff also requested that the Commission permit Staff to take action against any bonds and the letter of credit issued by the Aberdeen Finance Corporation. In addition, Staff requested that the Commission compel S&S to release the 800 numbers of any customers requesting the release so that customers may maintain their 800 numbers when they seek service from another provider.

At its June 13, 2003, ad hoc meeting, the Commission considered the motions. At the meeting, the Commission heard from Commission Staff and Jon Frankel, attorney for S&S. S&S' attorney did not object to the issuance of an Order to Show Cause and Notice of Hearing. Based on the information provided by Staff, the Commission found that sufficient cause existed to issue an Order to Show Cause and Notice of Hearing and ordered S&S and its owners, Les Sumption and Matt Swearingen, to appear before the Commission on June 30, 2003, beginning at 10:00 a.m., in Room 412 of the State Capitol, 500 East Capitol, Pierre, South Dakota, and show cause why one or more of the following remedies or penalties should not be imposed upon S&S and its owners:

1. Whether the Certificate of Authority of S&S should be revoked or suspended if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law, pursuant to SDCL 49-31-3, 20:10:24:04.02, 20:10:24:04.03, and 20:10:24:04.04;

¹ A significant portion of the hearing was closed due to testimony based on confidential material. Since a number of the Commission's findings are based on confidential material, the Commission has issued a confidential version and a non-confidential version of this order. Pursuant to ARSD 20:10:01:14, the confidential version will be considered to be an appendix to the non-confidential version.

- 2. Whether fines or penalties should be imposed if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law, pursuant to SDCL 49-31-7.4, 49-31-38, and 49-31-38.1;
- 3. Whether an Order to Compel should be issued requiring S&S to produce books and records as provided in SDCL 49-31-7.1;
- 4. Whether S&S should be ordered to release 800 numbers if requested by the customer that has been assigned the 800 number;
- 5. Whether the Commission should take action against the bonds and letter of credit issued by Aberdeen Finance Corporation;
- 6. Whether Les Sumption and/or Matt Swearingen should be barred from providing telecommunications services in South Dakota in the future if the Commission determines that they have violated any Commission orders, rules, or state law, pursuant to ARSD 20:10:24:04.02 and 20:10:24:04.04; and
- 7. Any other appropriate relief that may be granted by the Commission.

The hearing was held as scheduled on June 30, 2003, and was continued until July 2, 2003. At the end of the hearing, the Commission unanimously voted to revoke S&S' certificate of authority, ordered S&S to release any 800 numbers if requested, and decided to take action against any bonds and the letter of credit issued by Aberdeen Finance Corporation. The Commission took the rest of the issues under advisement. At its August 19, 2003, meeting, the Commission considered the remaining issues. The Commission unanimously voted to assess civil fines totaling \$13,400.00 against S&S and its owners, Les Sumption and Matt Swearingen. In addition, the Commission decided that, at this time, it would not issue any orders to compel. Finally, the Commission voted to bar the owners of S&S, Les Sumption and Matt Swearingen, from reapplying for a certificate of authority during their lifetimes, unless otherwise ordered by the Commission.

The transcript of the hearing is divided into four parts. The first day of the hearing, June 30, 2003 is contained in Volume I of the transcript. Volume I is further divided into the open proceeding and the confidential proceeding. Page citations to the open proceeding of Volume I are referred to as "TR1." Page citations to the confidential portion are referred to as "TR1(conf.)." The second day of hearing, July 2, 2003, is contained in Volume II of the transcript. Volume II is also divided into an open proceeding and a confidential proceeding. Page citations to the open proceeding of Volume II are referred to as "TR2." Page citations to the confidential portion are referred to as "TR2(conf.)."

Based on the evidence of record, the Commission makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. On July 21, 2000, the Commission, in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from S&S. Exhibit S1. S&S' application was docketed as TC00-114. *Id.* S&S sought authority to provide interstate and intrastate long distance, voice mail services, 800 number services, and calling card services. *Id.* A proposed tariff was filed by S&S. *Id.* At the time of its application, S&S was already providing prepaid services to customers

pursuant to long-term contracts. TR2 at 38. Some of the prepaid telecommunications services were financed by Aberdeen Finance Corporation. TR2 at 47.

- 2. On December 21, 2000, the Commission issued an Order Granting Certificate of Authority in Docket TC00-114. The order granted S&S a certificate of authority, subject to the following conditions:
 - Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements informing them of the collateral agreement;
 - b. A continuous \$50,000 (at a minimum) surety bond; and
 - c. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

Exhibit 1.

- 3. At the Commission's March 18, 2003, meeting, Staff and S&S jointly recommended that the Commission reconsider the terms and conditions of S&S' certificate of authority and impose a new restriction that S&S not offer any prepaid services (including a prepaid calling card) or require or accept deposits or advance payments without prior approval of the Commission. Exhibit 2. On March 20, 2003, the Commission issued an order amending S&S' certificate of authority by adding these recommended conditions. *Id.* The order further stated that all conditions contained in the original certificate of authority granted in Docket TC00-114 remained in effect and subject to enforcement by the Commission. *Id.*
- 4. On May 27, 2003, the Commission received from Staff a Motion for Order to Amend Certificate of Authority to Clarify and Add Reporting Requirements. In the Motion, Staff requested that the Commission require S&S to provide in its reports to the Commission on or before June 21 and December 21 of each year, commencing with June 21, 2003, a number of documents, statements, and information. At its June 3, 2003, meeting, the Commission considered Staff's Motion. At the meeting, S&S stated that it did not object to the Commission granting Staff's Motion. The Commission voted to grant the Motion. On June 3, 2003, the Commission issued its order granting the motion and ordered that S&S' Certificate of Authority is amended to include the following requirements:
 - a) A list (electronic and hard copy) of all South Dakota pre-paid customers. Each individual customer listing shall include: customer's name; customer's complete mailing address; customer's telephone number; customer's account number; type of contract (tariffed service offering); number of contracts; contract start date; contract expiration date; amount received per contract (including tax); total amount received (including tax); indication if amount was paid in cash or financed through the Aberdeen Finance Corporation or other source; total (original) customer principal amount financed by the Aberdeen Finance Corporation; current customer principal amount owed to the Aberdeen Finance Corporation; a letter signed by an Aberdeen Finance Corporation officer verifying and concurring with the per customer amounts; S&S' unearned revenue calculated by dividing the total amount received by the term of the contract and multiplying by the remaining term of the contract; customer

principal amount at risk - this amount is the difference between the unearned revenue and the current customer Aberdeen Finance Corporation principal when the Aberdeen Finance Corporation principal is greater than the unearned revenue; and the calculated bond amount - this amount is the sum of the unearned revenue for all non-Aberdeen Finance Corporation financed customers and the customer principal at risk;

- b) A bond totaling the sum of the individual customers' calculated bond amounts;
- c) A list (electronic and hard copy) of all South Dakota postpaid customers including: customer's name; customer's complete mailing address; customer's telephone number; customer's account number; and type of service (tariffed service offering); and
- d) Generally Accepted Accounting Principles (GAAP) compliant financial statements for S&S, including a balance sheet, income statement, and statement of cash flow for the most recent 12 month period.

Exhibit 3.

- 5. On June 6, 2003, the Commission received a Motion for Order to Show Cause and Notice of Hearing from Commission Staff. At the meeting, the Commission heard from Commission Staff and Jon Frankel, an attorney for S&S. S&S' attorney did not object to the issuance of an Order to Show Cause and Notice of Hearing. Based on the information provided by Staff, the Commission found that sufficient cause existed to issue an Order to Show Cause and Notice of Hearing. The hearing was held as scheduled beginning on June 30, 2003.
- 6. At the hearing, Glen Davis, president of Legend Seeds Incorporated, stated that Legend Seeds entered into a four year contract with S&S for telephone services on April 17, 2003. TR1 at 30, 34, 38; Exhibit 6. Legend Seeds prepaid \$11,700.28 and began to receive service the first part of May of 2003. TR1 at 37, 39; Exhibits 6, 6A. Prior to entering into the contract with S&S, Davis was not told by S&S that the Commission had issued an order on March 20, 2003 that prohibited S&S from offering prepaid services. TR1 at 35. Prior to entering into the contract, S&S did not inform Davis that S&S was experiencing any financial problems. *Id.* During the first part of June of 2003, Legend Seeds stopped receiving service from S&S. TR1 at 39. A Legend Seeds employee was told by S&S that S&S was going to file for Chapter 11 bankruptcy. *Id.* Legend Seeds has not received any money back from S&S. TR1 at 40. Legend Seeds receives and makes both interstate and intrastate telephone calls. TR1 at 44-45. S&S' attorney at the hearing, Tom Sannes, stipulated that the telephone services provided by S&S included intrastate telephone services. TR1 at 196.
- 7. Brandon Peterson, the general manager of Dakota Premium Hay, stated that Dakota Premium Hay entered into a contract with S&S for telephone services on April 29, 2003. TR1 at 55; Exhibit 7. Dakota Premium Hay prepaid \$3,360.00 for six years of service. TR1 at 55; Exhibit 7A. Prior to entering into the contract with S&S, Peterson was not told that the Commission had issued an order on March 20, 2003 that prohibited S&S from offering prepaid services. TR1 at 56. Prior to entering into the contract, S&S did not inform Peterson that S&S was experiencing any financial problems. TR1 at 56-57. Dakota Premium Hay's telephone lines were never switched over to S&S and Dakota Premium Hay never received any services from S&S. TR1 at 57.

- 8. Chris Nelson, the manager of Pharmco Industries, stated that Pharmco Industries entered into a contract with S&S for telephone services on January 6, 2003. TR1 at 81; Exhibit 10. Pharmco Industries prepaid \$8,219.00 for four years of telephone service. TR1 at 81-82; Exhibit 10A. Pharmco Industries began to receive service in February of 2003. TR1 at 84. Pharmco Industries' telephone service with S&S was shut off on June 3, 2003. TR1 at 101. Pharmco Industries lost two days of sales activity before it could be connected with another telephone service provider. TR1 at 84-85.
- 9. David Moodie, vice-president of Moodie Implement, stated that Moodie Implement entered into a contract with S&S for telephone services on November 6, 2002. TR1 at 105; Exhibit 8. Moodie Implement prepaid \$14,562.28 for four years of service. TR1 at 107; Exhibit 8. Moodie was also given a document entitled "Notice to Customers." Exhibit 8, page 3. The notice was signed by Les Sumption, with his title listed as President of S&S, and Tim Rich, with his title listed as Vice President of Aberdeen Finance Corporation. The notice stated, in part, as follows:

In the unlikely event that S & S Communications is unable to provide the long distance service to its customers, S & S Communications and Aberdeen Finance Corporation wish to inform you that any remaining monies owed under your Aberdeen Finance Corporation contract would be the responsibility of S & S Communications. Aberdeen Finance Corporation will look to the collateral provided them by S & S Communications to repay and resolve the balance.

Prepaid customers who did not finance their contract would be refunded by a state registered bonding company for the prorated amount of the service that the customer did not receive.

This letter does not alter any terms under your existing contract with S & S Communications or Aberdeen Finance Corporation, it merely clarifies S & S Communications obligations in [sic] unlikely event S & S Communications stops providing long distance services.

Both S & S Communications and Aberdeen Finance Corporation hope that this added security feature to our program will insure a strong healthy customer relationship for many years to come.

Moodie stated that this notice was an important consideration in the company's decision to enter into a prepaid contract with S&S. TR1 at 108-09. He believed that the company's prepayment of the money was without any risk to the company. TR1 at 108.

- 10. Moodie Implement began to lose service at the end of May and early June. TR1 at 112-13. It took longer to switch the company's 800 numbers to another provider than the other telephone numbers. TR1 at 113. Moodie Implement has not been refunded any of the money it paid to S&S. TR1 at 114.
- 11. Robert Angerhofer, the director of travel for AAA of South Dakota, stated that AAA entered into a contract for telephone services with S&S on July 12, 2002. TR1 at 123, 148-49. AAA of South Dakota prepaid \$35,100.84 for four years. TR1 at 148. AAA of South Dakota has 15 offices throughout the state. TR1 at 123. By the first part of August, S&S was providing telephone services to all of the 15 offices, with approximately 240 telephone lines. TR1 at 149, 153-54. On June 3, 2003, telephone services provided by S&S ended. *Id.* Some of the offices were without telephone

services for ten days. TR1 at 150-51. AAA of South Dakota's telephone service is a critical component of its business and 80 to 90 percent of its business is conducted over the telephone. TR1 at 124, 151. AAA of South Dakota has not been refunded any of the money it paid to S&S. TR1 at 151.

12. Angerhofer was given a copy of the Notice to Customers referenced in finding of fact 9. TR1 at 156; Exhibit 12. He stated that if he knew that S&S did not have dollar for dollar bonding, he would have had concerns about entering into the contract. TR1 at 156.

13. [CONFIDENTIAL FINDING OMITTED]

- 14. Wendy Fransen, vice president of finance and corporate secretary/treasurer for Benchmark Foam, Incorporated, stated that Benchmark Foam entered into a contract with S&S for telephone services on September 10, 2002. TR1 at 171; Exhibit 14. Benchmark Foam entered into a four year contract for \$8,712.00. TR1 at 172. Benchmark Foam began to receive some of its telephone services in October of 2002. TR1 at 172. Telephone services from S&S ended on June 2, 2003. TR1 at 173. Benchmark Foam has not been refunded any of the money it prepaid. TR1 at 174.
- 15. At Fransen's request, she was shown a financial statement. TR1 at 160-61. Fransen would not have entered into the agreement with S&S if S&S had not shown her the financial statement. TR1 at 160-61, 176-77. [CONFIDENTIAL PORTION OMITTED]
- 16. Keith Willard, president and CEO of 1st Financial Bank USA, Dupree, South Dakota, stated that 1st Financial Bank entered into a contract for three years of service for \$20,412.00. TR1 at 191; Exhibit 15. The bank switched to another carrier when it learned that S&S was going to stop providing services in the first part of June of 2003. TR1 at 191.
- 17. Willard requested a financial statement and was shown, but not given a copy, of one. TR1 at 182. Willard stated that he would not have entered into a contract if he had not been shown a financial statement. TR1 at 194. [CONFIDENTIAL PORTION OMITTED]
- 18. Troy Clavel, vice president of 1st Financial Bank, Sioux Falls, South Dakota, stated that 1st Financial Bank entered into a contract with S&S for telecommunications services on September 30, 2002. TR1 at 199, 205; Exhibit 16. The bank paid \$156,600.00 for an 18 month contract for three long distance T1s. TR1 at 203, 206. The bank did not receive any services as specified in the contract. TR1 at 206.
- 19. Keith Senger, a utility analyst employed by the Commission, stated that he was assigned to process S&S' application for a certificate of authority which was filed in July of 2000. TR2 at 25; Exhibit S1. Senger stated that, based on information provided to him by S&S, S&S is a partnership owned and operated by Les Sumption and Matt Swearingen. *Id.* S&S provides wireless cellular telecommunications services and wireline long distance services. TR2 at 25-26.
- 20. S&S began providing prepaid long distance telecommunications services prior to obtaining a certificate of authority. TR2 at 38. Some of the prepaid services were financed by Aberdeen Finance Corporation. TR2 at 47. Based on the large amount of money for prepaid services that S&S had not yet provided to its current customers at the time of S&S' application for a certificate of authority was pending, Commission Staff requested that S&S provide a bond in the amount of 100% of the unearned revenue in order to receive a certificate of authority. TR2 at 41. Commission Staff received a bond for \$50,000.00, which was issued on September 6, 2000 by Nationwide Mutual

Insurance Company. TR2 at 42; Exhibit S4, page 3. The next year a new bond was issued with the amount increased to \$75,000.00 and an effective date of June 20, 2001. Exhibit S7, pages 12-13.

21. In addition to the bond, S&S also provided a letter from Aberdeen Finance Corporation, dated December 8, 2000, and signed by Tim Rich, vice president of Aberdeen Finance Corporation. TR2 at 45; Exhibit S6. The letter was addressed to Senger and stated:

This letter is to confirm the agreement between S&S Communications and the Aberdeen Finance Corporation concerning the treatment of prepaid customers of S&S. In connection with addressing issues raised by you in connection with S&S's application to the South Dakota PUC, S&S obtained professional appraisals of its wireless system assets, including numberous [sic] wireless licenses, which it has offered to provide as collateral to the Aberdeen Finance Corporation. The amount of collateral S&S will be providing to the Aberdeen Finance Corporation has an estimated market value in excess of \$2.5 million. In exchange, the Aberdeen Finance Corporation has agreed that in the event of a default by S&S of its contractual obligations to provide long distance service to S&S's prepaid customers. the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements. This agreement would not in any way relieve S&S's customers from paying for services they receive from S&S or otherwise affect their obligations to the Aberdeen Finance Corporation under their financing agreements with us. The approximate amount of finance contracts currently held by the Aberdeen Finance Corporation for S&S customers if [sic] \$603,000.

This document is referred to as the collateral agreement. TR2 at 45.

- 22. S&S' application for a certificate of authority was approved by the Commission by order dated December 21, 2000. Exhibit 1. As stated in finding of fact 2, one of the conditions of its certification required S&S and Aberdeen Finance Corporation to send a letter to all of S&S' long distance customers for which AFC holds financing agreements informing them of the collateral agreement. *Id.* The second condition required S&S to maintain a continuous \$50,000 (at a minimum) surety bond. *Id.* The third condition required S&S to report to the Commission the current level of prepaid customers and update its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. *Id.* Thus, under condition three, the amount financed by Aberdeen Finance Corporation directly reduced the amount of the bond on a dollar for dollar basis.
- 23. On June 22, 2001, Commission staff received S&S' compliance filing which had been due on June 21, 2001. TR2 at 48; Exhibit S7. The compliance filing included a customer list and a calculation of the unearned revenue. *Id.* It also included a letter from Aberdeen Finance Corporation indicating the amount of principal balance that Aberdeen Finance Corporation was holding in loans for S&S' customers. *Id.*
- 24. On September 27, 2001, Commission Staff received a Notice of Bond Cancellation from Nationwide Mutual Insurance Company which stated the bond would be cancelled on October 30, 2001. TR2 at 49; Exhibit S8a. The Notice of Bond Cancellation stated that the bond was being canceled for failure to submit underwriting requirements. *Id.* A new bond was sent to the Commission Staff on November 13, 2001. TR2 at 53; Exhibit S8d. The bond was for \$75,000.00, with an effective date of October 30, 2001, and was issued by Star Insurance Company. *Id.*

- 25. S&S never submitted its December 21, 2001 compliance filing TR2 at 55. Senger contacted Les Sumption and told him that S&S needed to send the compliance filing but it was never filed. TR2 at 56.
- 26. On July 22, 2002, Commission Staff received S&S' compliance filing that had been due on June 21, 2002. TR2 at 55; Exhibit S9a. Following this filing, Commission Staff issued a series of data requests regarding S&S' compliance filing. TR2 at 60-61; Exhibits S10a, S10b, S10c, S10d. S&S did not answer all of the data requests. TR2 at 61-63; Exhibits S11a, S11b, S11c. Due to S&S' failure to answer all of the data requests, Senger informed S&S that Staff would file a motion for an Order to Show Cause with the Commission. TR2 at 62-63. The motion was filed. TR2 at 63. [CONFIDENTIAL PORTION OMITTED]
- 27. On September 12, 2002, Commission Staff received a copy of an irrevocable standby letter of credit issued by Aberdeen Finance Corporation for S&S. TR2 at 62; Exhibit S12. The irrevocable letter of credit listed the Commission as the beneficiary with an effective date of September 12, 2002. *Id.* The letter of credit was for an amount not to exceed \$125,000.00 and was payable upon receipt by Aberdeen Finance Corporation of an affidavit executed by the Commission certifying that claims had been presented by South Dakota consumers against S&S for not providing long distance services. *Id.*
- 28. On November 4, 2002, S&S submitted a revised customer list and additional information that had been requested by Commission Staff regarding the July 22, 2002 filing (which had been due on June 21, 2002). TR2 at 63-64; Exhibit S13. Commission Staff then prepared an exhibit based on the information supplied by S&S which showed Staff's bond calculation and sent it to S&S. TR2 at 65; Exhibit S14.
- 29. S&S missed the deadline for its December 21, 2002 filing. TR2 at 70-71. After repeated requests for the filing, S&S sent some information on January 22, 2003. TR2 at 71; Exhibits S16a, S16b, pages 2 and 3, S16c, S17. After Commission Staff made repeated requests for the complete filing, S&S filed additional information on February 3, 2003. TR2 at 71-73; Exhibits S18a, S18b, S19. Following submission of this material, S&S admitted in a telephone conversation that it was underbonded. TR2 at 74.

CONFIDENTIAL FINDINGS - FINDINGS 30 through 47

[CONFIDENTIAL FINDINGS 30 THROUGH 47 OMITTED]

REVOCATION OF CERTIFICATE OF AUTHORITY

48. The Commission finds good cause exists to revoke S&S' certificate of authority. Based on the preceding findings of fact, the Commission finds S&S has willfully failed to comply with Commission rules, orders, and state law. In addition, the Commission finds that S&S has failed to maintain accounts and records as required by the Commission; failed to file with the Commission all financial and other reports that the Commission may require, in a form and at such times as the Commission may designate; failed to cooperate with Commission investigations or inquiries regarding customer complaints; and furnished and made misleading and false statements and reports, by an officer or agent of a telecommunications company, to the Commission. See Findings of Fact 6, 7, 20 through 47. The Commission notes that S&S had no objection to the Commission revoking S&S' certificate of authority. TR1 at 13.

CIVIL FINES

- 49. The Commission's March 20, 2003 order amended S&S' certificate of authority by restricting S&S from offering prepaid services unless given prior approval of the Commission. Exhibit 2. Based on finding of fact 6, the Commission finds that S&S violated the Commission's March 20, 2003, order by selling prepaid services to Legend Seeds Incorporated on April 17, 2003. Pursuant to SDCL 49-31-38, the Commission assesses a fine of \$1,000.00. The Commission assesses the maximum amount allowed under the statute due to the clear and blatant violation of the Commission's March 20, 2003 order. The Commission notes that S&S agreed to the restriction from offering prepaid services. Notwithstanding that agreement and the Commission's order, less than one month later, S&S sold a prepaid contract worth \$11,700.28 to Legend Seeds.
- 50. Based on finding of fact 7, the Commission finds that S&S violated the Commission's March 20, 2003 order by selling prepaid services to Dakota Premium Hay on April 29, 2003. Pursuant to SDCL 49-31-38, the Commission assesses a fine of \$1,000.00. The Commission assesses the maximum amount allowed under the statute due to the clear and blatant violation of the Commission's March 20, 2003 order. Even though S&S was explicitly prohibited from selling prepaid services, S&S entered into a contract with Dakota Premium Hay and Dakota Premium Hay prepaid \$3,360.00 for six years and did not receive even a day's worth of service from S&S.
- 51. As a condition of receiving a certificate of authority from the Commission to provide telecommunications services in South Dakota, S&S was required to report to the Commission the current level of prepaid customers and update its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. See Exhibit 1. Pursuant to SDCL 49-31-38, the Commission finds S&S violated the Commission's Order granting S&S a certificate of authority by failing to provide 100% bond coverage at the time S&S received its certificate of authority in December of 2000. See Findings of Fact 31 through 35. In addition, the Commission finds that S&S failed to provide 100% bond coverage at each six month interval following the issuance of S&S' certificate of authority. S&S failed to provide 100% bond coverage by June 21, 2001, December 21, 2001, June 21, 2002, December 21, 2002, and June 21, 2003. TR2(conf.) at 145-157; See Findings of Fact 31-46. The Commission assesses a fine of \$1,000.00 for each time S&S failed to provide 100% bond coverage for a total fine of \$6,000.00. The Commission assesses the maximum amount allowed under the statute due to the clear and blatant violations of the Commission's December 21, 2000, order granting S&S its certificate of authority and the Commission's June 3, 2003 order amending S&S' certificate of authority.
- 52. As a condition of receiving a certificate of authority from the Commission to provide telecommunications services in South Dakota, S&S was required to report to the Commission the current level of prepaid customers. See Exhibit 1. The Commission finds S&S filed incomplete, misleading, and inaccurate information with the Commission during the time its application for a certificate of authority was pending before the Commission. See Findings of Fact 31 through 35. Pursuant to SDCL 49-31-38, the Commission finds this violated the Commission's order granting S&S its certificate of authority and assesses a fine of \$1,000.00. The Commission assesses the maximum amount allowed under the statute due to the clear and blatant violation of the Commission's December 21, 2000, order granting S&S its certificate of authority. [CONFIDENTIAL PORTION OMITTED]
- 53. The Commission further finds S&S filed incomplete, misleading, and inaccurate information with the Commission regarding its required June 21, 2002 filing. See Findings of Fact 36 through 42. Pursuant to SDCL 49-31-38, the Commission finds this violated the Commission's order granting

S&S its certificate of authority and assesses a fine of \$1,000.00. The Commission assesses the maximum amount allowed under the statute due to the clear and blatant violation of the Commission's December 21, 2000, order granting S&S its certificate of authority. [CONFIDENTIAL PORTION OMITTED]

- 54. The Commission further finds S&S filed incomplete, misleading, and inaccurate information with the Commission regarding its required December 21, 2002 filing. See Finding of Fact 43. Pursuant to SDCL 49-31-38, the Commission finds this violated the Commission's order granting S&S its certificate of authority and assesses a fine of \$1,000.00. The Commission assesses the maximum amount allowed under the statute due to the clear and blatant violation of the Commission's December 21, 2000, order granting S&S its certificate of authority. [CONFIDENTIAL PORTION OMITTED]
- 55. The Commission finds S&S violated SDCL 49-31-7.4 by failing to provide information to the Commission. See Findings of Fact 26, 46, 47. The Commission finds S&S obstructed the Commission by refusing to give information that was within its possession and failed to produce records or evidence "that may be required by the commission or member within the purview of its or his duties as such commission or member." SDCL 49-31-7.4. The Commission assesses the maximum fine of \$1,000.00 based on S&S' repeated failures to provide the requested information.
- 56. S&S was required to report to the Commission the current level of prepaid customers and update its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. See Exhibit 1. S&S failed to make the required filing for December 21, 2001. See Finding of Fact 25. Pursuant to SDCL 49-31-38, the Commission finds this failure violated the Commission's December 21, 2000 order granting S&S its certificate of authority and assesses a fine of \$1,000.00. The Commission assesses the maximum fine of \$1,000.00 based on the fact that S&S failed to file *any* information as required.
- 57. S&S filed its June 21, 2002 required filing one month late. See Finding of Fact 26. Pursuant to SDCL 49-31-38, the Commission finds this late filing violated the Commission's December 21, 2000 order granting S&S a certificate of authority and assesses a fine of \$200.00. The Commission finds a fine is appropriate in this circumstance due to the fact that S&S had already failed to file in December and then failed to file this June 21, 2002 required filing in a timely manner.
- 58. S&S filed its December 21, 2002 required filing on February 3, 2003. See Finding of Fact 29. Pursuant to SDCL 49-31-38, the Commission finds this late filing violated the Commission's December 21, 2000 order granting S&S a certificate of authority and assesses a fine of \$200.00. The Commission finds a fine is appropriate in this circumstance due to the fact that S&S had already failed to file, or filed late, in the previous two required filings and then failed to file this December 21, 2002 required filing in a timely manner.

ORDER TO COMPEL

59. At this time, the Commission finds that it will not issue any orders to compel.

RELEASE OF 800 NUMBERS

60. The Commission orders S&S to release any 800 numbers upon the request of an S&S customer. S&S did not contest this requirement. TR1 at 14.

BONDS AND LETTER OF CREDIT

61. The Commission finds that it will take any action necessary to obtain the proceeds of any bonds and the letter of credit issued by Aberdeen Finance Corporation. S&S did not contest this action. TR1 at 14-15.

BAN ON REAPPLYING FOR CERTIFICATE OF AUTHORITY

62. Based on preceding findings of fact, the Commission finds that the owners of S&S, Les Sumption and Matt Swearingen, may not reapply for a certificate of authority during their lifetimes, unless otherwise ordered by the Commission. From the time S&S applied for a certificate of authority through the present, Sumption and Swearingen have provided incomplete, misleading, and inaccurate information to the Commission. See Findings of Fact 30 through 47. In addition, Sumption and Swearingen have often failed to provide any information, or provided it late, when requested by Commission staff or when the information was required by Commission order. See Findings of Fact 25, 26, 28, 29, 46, 47. The facts demonstrate that Sumption and Swearingen provided incomplete, misleading, and inaccurate information in order to obtain a certificate of authority from this Commission and then continued to provide incomplete, misleading, and inaccurate information in order to retain its certificate of authority. See Findings of Fact 31 through 46. Further, Sumption and Swearingen, as owners and operators of S&S, violated Commission orders and provided misleading and inaccurate information to potential customers. See Findings of Fact 6 through 47.

CONCLUSIONS OF LAW

- 1. The Commission has jurisdiction over this matter pursuant to SDCL Chapters 49-13 and 49-31, specifically 49-13-4, 49-13-5, 49-13-13, 49-31-3, 49-31-7, 49-31-7.1, 49-31-7.4, 49-31-11, 49-31-38, and 49-31-38.1, and ARSD 20:10:01:28, 20:10:01:45, 20:10:24:02, 20:10:24:03, 20:10:24:04, 20:10:24:04.02, 20:10:24:04.03, and 20:10:24:04.04.
- 2. Pursuant to SDCL 49-31-3, "[t]he commission has general supervision and control of all telecommunications companies offering common carrier services within the state to the extent such business is not otherwise regulated by federal law or regulation. The commission shall inquire into any complaints, unjust discrimination, neglect, or violation of the laws of the state governing such companies. The commission may exercise powers necessary to properly supervise and control such companies." In order for a telecommunications company to provide services in South Dakota the company must have a certificate of authority. SDCL 49-31-3. Once a certificate of authority is granted by the Commission, the certificate may be suspended or revoked "for a willful violation of the laws of this state, a willful failure to comply with a rule or order of the commission, or other good cause." *Id.*
- 3. Pursuant to ARSD 20:10:24:04.02, the Commission may revoke or suspend a certificate of authority for the following reasons:

Failure of any provider of interexchange service to comply with applicable requirements set forth in this chapter, other terms and conditions imposed on its certification by the commission, or applicable rules and laws, or for other good cause may result in the suspension or revocation of the provider's certificate of authority to provide interexchange services. Other good cause may include the following conduct:

- (1) Failure to maintain accounts and records as required by the commission;
- (2) Failure to file with the commission all financial and other reports that the commission may require, in a form and at such times as the commission may designate;
- (3) Failure to maintain on file with the commission all current tariffs and rates;
- (4) Failure to cooperate with commission investigations or inquiries regarding customer complaints; and
- (5) The furnishing or making of any misleading or false statement or report by an officer or agent of a telecommunications company, including those made by its legal counsel, to the commission.
- 4. As stated in finding of fact 48, the Commission finds good cause exists to revoke S&S' certificate of authority. The Commission finds S&S has willfully failed to comply with Commission rules, orders, and state law. In addition, the Commission finds that S&S has failed to maintain accounts and records as required by the Commission; failed to file with the Commission all financial and other reports that the commission may require, in a form and at such times as the Commission may designate; failed to cooperate with Commission investigations or inquiries regarding customer complaints; and furnished and made misleading and false statements and reports, by an officer or agent of a telecommunications company, to the Commission. See Findings of Fact 6, 7, 20 through 47.
- 5. SDCL 49-31-38 provides as follows:

Any person who violates, neglects, fails or refuses to comply with any of the provisions of chapters 49-30 to 49-32, inclusive, not otherwise specifically penalized in those chapters, or who violates, neglects, fails or refuses to comply with any lawful order, rule or regulation of the commission in connection with the regulation of telecommunications companies, is punishable by a civil fine of not less than two hundred nor more than one thousand dollars."

- 6. Pursuant to SDCL 49-31-38, the Commission assesses the following civil fines against S&S, and its owners, Matt Swearingen, and Les Sumption:
 - a. Based on findings of fact 6 and 49, the Commission finds that S&S violated the Commission's March 20, 2003, order by selling prepaid services to Legend Seeds Incorporated on April 17, 2003 and the Commission assesses a fine of \$1,000.00:
 - b. Based on findings of fact 7 and 50, the Commission finds that S&S violated the Commission's March 20, 2003 order by selling prepaid services to Dakota Premium Hay on April 29, 2003 and the Commission assesses a fine of \$1,000.00;
 - c. Based on findings of fact 31 through 46, inclusive, and 51, the Commission finds S&S violated the Commission's Order granting S&S a certificate of authority and its June 3, 2003 order amending S&S' certificate of authority by failing to provide 100% bond coverage in December of 2000, June 21, 2001, December 21, 2001, June 21, 2002, December 21, 2002, and June 21, 2003. The Commission assesses a fine of \$1,000.00 for each time S&S failed to provide 100% bond coverage for a total fine of \$6,000.00;

- d. Based on findings of fact 31 through 35, inclusive, and 52, the Commission finds S&S filed incomplete, misleading, and inaccurate information with the Commission during the time its application for a certificate of authority was pending before the Commission. The Commission finds this violated the Commission's order granting S&S its certificate of authority and assesses a fine of \$1,000.00;
- e. Based on findings of fact 36 through 42, inclusive, and 53, the Commission finds S&S filed incomplete, misleading, and inaccurate information with the Commission regarding its required June 21, 2002 filing. The Commission finds this violated the Commission's order granting S&S its certificate of authority and assesses a fine of \$1,000.00;
- f. Based on findings of fact 43 and 54, the Commission finds S&S filed incomplete, misleading, and inaccurate information with the Commission regarding its required December 21, 2002 filing. The Commission finds this violated the Commission's order granting S&S its certificate of authority and assesses a fine of \$1,000.00;
- g. Based on findings of fact 25 and 56, the Commission finds S&S failed to file the required filing for December 21, 2001. The Commission finds this failure violated the Commission's order granting S&S its certificate of authority and assesses a fine of \$1,000.00;
- h. Based on findings of fact 26 and 57, the Commission finds S&S filed its June 21, 2002 required filing one month late. The Commission finds this late filing violated the Commission's order granting S&S a certificate of authority and assesses a fine of \$200.00; and
- i. Based on findings of fact 29 and 58, the Commission finds S&S filed its December 21, 2002 required filing on February 3, 2003. The Commission finds this late filing violated the Commission's order granting S&S a certificate of authority and assesses a fine of \$200.00.

7. SDCL 49-31-7.4 provides as follows:

No person may obstruct the commission or any member thereof in the performance of any of its duties or functions or refuse to give any information within its possession or to produce any record or evidence that may be required by the commission or member within the purview of its or his duties as such commission or member. Any person who violates this section may be punished by a civil fine not exceeding one thousand dollars.

- 8. Pursuant to SDCL 49-31-7.4, the Commission assesses a \$1000.00 civil fine against S&S, and its owners, Matt Swearingen, and Les Sumption. Based on findings of fact 26, 46, 47, and 55, the Commission finds S&S and its owners violated SDCL 49-31-7.4 by repeatedly failing to provide information to the Commission. S&S and its owners obstructed the Commission by refusing to give information that was within its possession and failed to produce records or evidence "that may be required by the commission or member within the purview of its or his duties as such commission or member." SDCL 49-31-7.4.
- 9. The Commission orders S&S to release any 800 numbers upon the request of an S&S customer.

- 10. The Commission finds that it will take any action necessary to obtain the proceeds of any bonds and the letter of credit issued by Aberdeen Finance Corporation.
- 11. Pursuant to ARSD 20:10:24:04.04, if the Commission revokes a certificate of authority, the Commission may bar the holder of the certificate of authority from reapplying "for a certificate of authority for at least one year after the date of revocation, unless the commission determines that other action is more appropriate."
- 12. As stated in finding of fact 62, the Commission finds that the owners of S&S, Les Sumption and Matt Swearingen, may not reapply for a certificate of authority during their lifetimes, unless otherwise ordered by the Commission. From the time S&S applied for a certificate of authority through the present, Sumption and Swearingen have provided incomplete, misleading, and inaccurate information to the Commission. See Findings of Fact 30 through 47. In addition, Sumption and Swearingen have often failed to provide any information, or provided it late, when requested by Commission staff or when the information was required by Commission order. See Findings of Fact 25, 26, 28, 29, 46, and 47. The facts demonstrate that Sumption and Swearingen provided incomplete, misleading, and inaccurate information in order to obtain a certificate of authority from this Commission and then continued to provide incomplete, misleading, and inaccurate information in order to retain its certificate of authority. See Findings of Fact 31 through 46. Further, Sumption and Swearingen, as owners and operators of S&S, violated Commission orders and provided misleading and inaccurate information to potential customers. See Findings of Fact 6 through 47.

It is therefore

ORDERED, that S&S' certificate of authority is revoked; and it is

FURTHER ORDERED, that S&S and its owners, Sumption and Swearingen, are assessed a civil fine of \$13,400.00; and it is

FURTHER ORDERED, that S&S will release any 800 numbers upon the request of an S&S customer; and it is

FURTHER ORDERED, that the Commission it will take any action necessary to obtain the proceeds of any bonds and the letter of credit issued by Aberdeen Finance Corporation; and it is

FURTHER ORDERED, that the owners of S&S, Les Sumption and Matt Swearingen, may not reapply for a certificate of authority during their lifetimes, unless otherwise ordered by the Commission.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 28 day of August, 2003. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this <u>28</u>th day of August, 2003.

BY ORDER OF THE COMMISSION:

ROBERT K. SAHR, Chairman

GARY HANSON, Commissioner

JAMES A. BURG, Commissioner

The Law Firm Of

DELANEY, VANDER LINDEN, DELANEY, NIELSEN & SANNES

James R. Delaney Leon J. Vander Linden Kent Delaney Gordon P. Nielsen Thomas L. Sannes

P. O. Box 615 21 West Sixth Avenue Webster, SD 57274 Telephone (605) 345-3321 Facsimile (605) 345-3631

Sisseton Office P. O. Box 9 518 Veterans Avenue Sisseton, SD 57262 Telephone (605) 698-7084

REPLY TO: WEBSTER OFFICE

November 10, 2003

Kelly D. Frazier, Staff Attorney South Dakota Public Utilities Commission 500 East Capitol Avenue Pierre, SD 57501-5070

Re:

Confidentiality Agreements with S & S Communications

Dear Kelly:

Enclosed please find original Consent to Limited Release of Confidential Filings with S & S Communications. Thank you for your time and attention to this matter.

Sincerely,

DELANEY, VANDER LINDEN, DELANEY,

NIELSEN & SANNES

TLS/esh

Enclosure

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

MOV 12 2003

IN THE MATTER OF S&S

COMMUNICATIONS/ALTERNA
CELL'S COMPLIANCE WITH

COMMISSION ORDER

CONSENT TO LIMITED

RELEASE OF

CONFIDENTIAL FILINGS

S&S Communications (S&S), by and through the undersigned, hereby consents to the limited release of confidential information filed by S&S with the South Dakota Public Utilities Commission (Commission) under the following terms and conditions:

1. The release of information shall be solely for the purpose of securing bond and letter of credit proceeds. The information released shall be limited as follows:

The information to be released can be found in Exhibit S22 from the revocation hearing. S22 was developed from two exhibits, also provided at the hearing: 1) Exhibit S19 and 2) approximately 50 customers from Exhibit S13.

- 2. The information released to each company shall relate only to the information necessary to establish claims upon the bonding or letter of credit sought and shall in no event contain information not relevant to the claims on the particular funds being sought.
- 3. Each company shall sign a "CONFIDENTIALITY AGREEMENT" before the receipt of confidential filings. A copy of this Agreement is attached to this CONSENT TO LIMITED RELEASE OF CONFIDENTIAL FILINGS, and is hereby incorporated by reference.

Signed and dated this Ath day of OC+, 2003.

Les Sumption
On Behalf of S&S Communications

Kelly D. Frazier DATE
On Behalf-of Commission Staff

ුව යුසුය හැරුවට වසර වැටුර වෙන ආර්ථික සුවුරුවේ සහ අත් විසුවුරුවට වැඩිවෙනු හැරුවේ වෙන්සිදුව අවසාද වෙන අත්තානය සම්බන්ධ අත්තානය සහ සම්බන්ධ අත්තානය සම්බන්ධ වැටින්වේ සම්බන්ධ සම්බන්ධ

The developmentary responsed to seeds our practical large so the to the toniverself of recognitive properties of the contract of the seeds of the contract of



Bob Sahr, Chair Gary Hanson, Vice-Chair Jim Burg, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

500 East Capitol Avenue Pierre, South Dakota 57501-5070 www.state.sd.us/puc Capitol Office (605) 773-3201 (605) 773-3809 fax

Transportation/Warehouse (605) 773-5280 (605) 773-3225 fax

> Consumer Hotline 1-800-332-1782

February 17, 2004

South Dakota Public Utilities Commission Attn: Pamela Bonrud 500 East Capitol Ave. Pierre, SD 57501-5070 RECEIVED

FEB 1 7 2004

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

RE: Request for Confidentiality Determination in Accordance with ARSD 20:10:01:42

Dear Ms. Bonrud,

Pursuant to ARSD 20:10:01:42, I am requesting that the Commission make a determination as to the confidentiality of information filed by S&S Communications (S&S). This request pertains to any and all information possessed by the Commission which S&S claims to be confidential. ARSD 20:10:01:43(2) states that upon receipt of this request, the Commission "may establish a procedural schedule for the purpose of determining confidentiality." This permissive language, in Staff's opinion, means that the Commission is not bound to set a procedural schedule and may make a determination without a hearing. Staff would request that the Commission not delay this request by scheduling a hearing. S&S has no Certificate of Authority and hence cannot meet the burden required under ARSD 20:10:01:42. Also, S&S failed to file the information in accordance with ARSD 20:10:01:41. A Motion For Order Permitting Release of Information Filed As Confidential is attached to this request.

Thank you for your consideration of my request.

Sincerely,

Kelly D. Prazier Staff Attorney

Cc: Tom Sannes, Attorney for S&S

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

)	TC02-166
IN THE MATTER OF S&S)	
COMMUNICATIONS/ALTERNA-)	MOTION FOR ORDER
CELL'S COMPLIANCE WITH)	PERMITTING RELEASE
COMMISSION ORDER)	OF INFORMATION FILED
)	AS CONFIDENTIAL

Comes now Kelly D. Frazier, Staff Attorney for the South Dakota Public Utilities Commission (Commission) pursuant to ARSD 20:10:01:43 and hereby MOTIONS the Commission for an Order Permitting Release Of Information Filed as Confidential. In support of this Motion, staff states as follows:

- 1. Since the failure of S&S Communications (S&S), staff has been attempting to secure bond proceeds from the various bonding companies that posted bonds for S&S.
- 2. Bond No. 40030524, in the amount of \$75,000, was paid in full by Platte River Bonding Company and was placed in a local bank account in Pierre, South Dakota.
- 3. On or about September 8, 2000, S&S filed bond number 0000601311 from Allied Insurance (Allied) with the Commission in the amount of \$50,000. The bond states an effective date of September 6, 2000. The Commission received a Notice of Bond Cancellation from Allied on June 25, 2001. No money has been received under this bond.
- 4. On or about June 21, 2001, S&S filed bond BD 7900599886 from Allied with Commission in the amount of \$75,000. The bond states an effective date of June 20, 2001. On September 27, 2001 the Commission received a Notice of Bond Cancellation from Allied, with an effective cancellation date of October 30, 2001. No money has been received under this bond.
- 5. On November 13, 2001, S&S filed bond number SA3162690 from Star Insurance Company (Star) with the Commission. The bond is in the amount of \$75,000 and states an effective date of October 30, 2001. To date the Commission has received no notice canceling this bond. No money has been received under this bond.
- 6. S&S Communications has agreed to permit the Commission to release information filed by S&S as confidential to Allied and Star if the companies agreed to sign a confidentiality agreement limiting their release of that information. A copy of the Agreement signed by S&S is attached as Exhibit A. A copy of the Confidentiality Agreement S&S requested the bonding companies to sign is attached as Exhibit B.
- 7. Star and Allied have both refused to respond to staff's repeated requests that they sign the confidentiality agreement.
- 8. Star, through its administrator Forcon International, has submitted a copy of an Indemnity Agreement signed by Les Sumption on behalf of S&S.

- 9. Paragraph five of the Indemnity Agreement states that Star, as the Surety, is permitted "to conduct such investigations of Indemnitors including the examination of assets, books, records and credit history as the SURETY deems appropriate." A copy of the Indemnity Agreement is attached as Exhibit C.
- 10. Allied has submitted a Continuing General Contract of Indemnity signed by Les Sumption on behalf of S&S.
- 11. The Sixth clause of this Agreement is a "Right To Information" clause which gives the company the right to "(at) any time...shall have the right to reasonable access to the books, records and accounts of the Indemnitors...." A copy of the Indemnity Agreement is attached as Exhibit D.
- 12. Until such time as the bonding companies have actual proof of the claims against the bonds, it is Staff's position that we cannot reasonably expect the bonding companies to release the bond proceeds.

WHEREFORE, Staff hereby Motions the Commission to issue an ORDER permitting the release of information filed as confidential on the following basis:

- 1. The information which S&S claims was filed as confidential was not filed in compliance with the provisions of ARSD 20:10:01:41.
- 2. The Certificate of Authority of S&S has been revoked by the Commission and the company cannot prove by a preponderance of the evidence that disclosure would result in material damage to its financial or competitive position, reveal a trade secret, or impair the public interest per ARSD 20:10:01:43.
- 3. S&S has entered into separate Agreements with both bonding companies granting them the right to access to the information.
- 4. The bonding companies cannot reasonably be expected to pay out on claims that they have not seen and release of the information is essential in our service to the public interest and the purposes for which the bonds were posted.

WHEREFORE, Staff requests the Commission issue an Order declaring that S&S has not procedurally or substantively met the burden required to secure the confidential treatment of information they seek.

Signed and dated this 17th day of February, 2004.

Kelly D. Fraxi

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

HOV 1 2 2003

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA- CELL'S COMPLIANCE WITH COMMISSION ORDER) SOUTH DAKOTA PUBLIC) ISTULTIES COMMISSION) TC02-166		
	CONSENT TO LIMITED RELEASE OF CONFIDENTIAL FILINGS		

S&S Communications (S&S), by and through the undersigned, hereby consents to the limited release of confidential information filed by S&S with the South Dakota Public Utilities Commission (Commission) under the following terms and conditions:

1. The release of information shall be solely for the purpose of securing bond and letter of credit proceeds. The information released shall be limited as follows:

The information to be released can be found in Exhibit S22 from the revocation hearing. S22 was developed from two exhibits, also provided at the hearing: 1) Exhibit S19 and 2) approximately 50 customers from Exhibit S13.

- 2. The information released to each company shall relate only to the information necessary to establish claims upon the bonding or letter of credit sought and shall in no event contain information not relevant to the claims on the particular funds being sought.
- 3. Each company shall sign a "CONFIDENTIALITY AGREEMENT" before the receipt of confidential filings. A copy of this Agreement is attached to this CONSENT TO LIMITED RELEASE OF CONFIDENTIAL FILINGS, and is hereby incorporated by reference.

Signed and dated this \2 th day of Oct , 2003.

Les Sumption

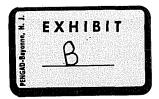
On Behalf of S&S Communications

Kelly D. Frazier DATE
On Behalf of Commission Staff



BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA- CELL'S COMPLIANCE WITH COMMISSION ORDER)) TC02-166) CONFIDENTIALITY AGREEMENT)
•	PANY), (Recipient) hereby agrees to the following mation filed by S&S Communications with the South
S&S Communications with the South Dakota P information as confidential, and shall not disclose the disclosed information in whole or in part. The	disclosure or publication of the confidential filings of ublic Utilities Commission, to maintain the disclosed the information obtained to any third party, or reproduce Recipient undertakes to make any employees, agents are of and comply to like extent with the obligations on ent.
Signed and dated this day of	, 2003.
	NAME: POSITION:



ALL SURETIES INCLUDING INDEMNITY AGREEMENT (Read Carefully) Connecticut Group Companies

In this agreement of the SURETY issuing a bond as requested, the INDEMNITORS, both jointly and severally agree:

1. To promotly pay the bond premiums as they become due, including renewal premiums, until proof satisfactory to the

SURETY is furnished of its dischatge from liability.

2. To indemnify and hold harmless the SURETY from all loss and expense of whatever kind, including but not limited to. cost of investigation, court costs and attorneys fees (Loss) resulting from the issuance by SURETY of a bond or the enforcement of this Agreement.

3. To deposit with the SURETY such funds as the SURETY, in its sole discretion, deems appropriate to discharge any claim made against the SURETY on any Bond regardless of whether the SURETY as collateral security against loss or

expense on any Bond.

4. To regard the loss as proven when the SURETY provides documentation indicative of payment, including but not

limited to copies of claim drafts or checks.

5. To permit the SURETY to conduct such investigations of Indemnitors including the examination of assets, books, records and credit history as the SURETY deems appropriate.

6. That the SURETY has no obligation to issue any Bonds at any time and may seek release from any Bond at any time without consequence.

7. That this Agreement shall inure to the benefit of the SURETY'S co-sureties and reinsurers.

8. That the validity of this Agreement shall not be impaired by, the SURETY shall incur no liability on account of, and the INDEMNITORS need not be notified of. (a) The SURETY issuing the Hond and any renewals thereof. (b) The SURETY'S consent or its failure to consent to changes in the terms, provisions, and/or other obligations of the Bond or the obligations secured by the Bond. (c) The taking, failing to take or releasing of security, collateral and/or assignments. (d) The release by the SURETY of the INDEMNITORS or any one of them. (e) Any information which may come to the attention of the SURETY which may affect its rights and liabilities and/or those of the INDEMNITORS or any one of them,

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR BONDS CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

WE HAVE READ THIS INDEMNITY AGREEMENT CAREFULLY AND CONSULTED AN ATTORNEY TO THE EXTENT WE BELIEVED NECESSARY, THERE ARE NO SEVARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY MANNER LESSEN OUR OBLIGATIONS DESCRIBED HEREIN.

WITNESS: The following signature(s) and scals(s) this 30 day of 10040 Bec .20 🗗 🕽

SIGNATURE OF APPLICANT FOR BOND

If sole proprietorship, owner should sign; if Partnership, all partners & spouses must sign, if a corporation, president must sign, with signature attested by corporate secretary under corporate seal; all individual applicants should sign.

Hest Corp Sig

S & S Communications FIRM NAME

PRINT NAME & TITLE

in consideration of the execution by SURETY of the bond herein applied for, the undersigned, jointly and severally, John in the foregoing indemnity inamatugi

PREMIUMS FULLY EARNED UPON ISSUANCE

SIGNATURE OF PERSONAL INDEMNITORS

Loss Sumption

PRINT NAME OR NAMES

Matt Swearingen

PRINT NAME OR NAMES

INDEMNTTORS SIGNATURE

SPOUSE'S SIGNATURE

ONCE FOR THE FIRM PLEASE SIGN IN BOTH PLACES

ONCE AS INDIVIDUAL INDEMNITOR

€00 D

TYA APIST DEL TO/TO/TT





a member of Cointiniding General Contract of Indemnity

Bond Department
Nationwide Mutual Insurance Company
Nationwide Property and Casualty Insurance Company
Amco Insurance Company
701 5th Avenue Department 2006
Des Moines, IA 50391-2006

THIS GENERAL CONTRACT OF INDEMNITY, made and entered into this 20th day of June, 2001, by <u>S & S Communications</u> (Insert full names and addresses of Indemnitors)

Les Sumption

(hereinafter called the "Indemnitors") and any one of or a combination of NATIONWIDE MUTUAL INSURANCE COMPANY, AMCO INSURANCE COMPANY, and/or NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY, DES MOINES, IOWA (hereinafter referred to individually or collectively as "Surety").

WITNESSETH:

WHEREAS, in the transaction of business from time to time, one or more of the Indemnitors may request the Surety to furnish instruments of suretyship (hereinafter referred to as "Bond" or "Bonds"); and

WHEREAS, each of the Indemnitors have a substantial, material, and beneficial interest in the obtaining of such Bonds or in the Surety's refraining from cancelling said Bonds.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants set forth herein, the Indemnitors for themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, hereby covenant and agree with the Surety, its successors and assigns, as follows:

PREMIUMS

FIRST: The Indemnitors will pay to the Surety in such manner as may be agreed upon all premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise agreed upon, until the Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from the Bonds and all liability by reason thereof.

INDEMNITY

SECOND: The Indemnitors shall exonerate, indemnify, and keep indemnified the Surety from and against any and all liability for losses and/or expenses of whatsoever kind or nature (including, but not limited to, interest, court costs, and attorney fees and expenses) which the Surety may sustain and incur:

- (a) by reason of having executed or procured the execution of the Bonds,
- (b) by reason of the failure of the Indemnitors to perform or comply with the covenants and conditions of this Agreement, or
- (c) in enforcing any of the covenants and conditions of this Agreement.

Payment by reason of the aforesaid causes shall be made to the Surety by the Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor. Such payment to the Surety by the Indemnitors shall be in an amount as determined by the Surety.

In the event of any payment by the Surety, the Indemnitors further agree that in any accounting between the Surety and the Indemnitors, the Surety shall be entitled to charge for any and all disbursements made by it in good faith in and about the matters herein contemplated by this Agreement under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed; and that the vouchers or other evidence of any such payments made by the Surety shall be prima facie evidence of the fact and amount of the liability to the Surety.

The Surety shall have the right to adjust, settle, or compromise any claim demand, suit, or judgment upon the Bonds, and any such payment or compromise shall be binding upon the Indemnitors and be included as a liability, loss, or expense covered by this Indemnity.

If the Indemnitors request the Surety to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, the Indemnitors shall (a) give notice to the Surety to this effect, and (b) simultaneously deposit with the Surety cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment or judgments rendered, or that may be rendered, with interest, costs, expenses, and attorneys' fees and expenses, including those of Surety.

JOINT AND SEVERAL

THIRD: The obligations of the Indemnitors shall be joint and several. In addition, this Agreement shall be binding on the Indemnitors and their respective heirs, executors, administrators, successors, and assigns; and the same shall inure to the benefit of Surety, its successors and assigns.

BDJ 37(11-99)00



Page 1 of 6 pages

DISCHARGE FROM SURETYSHIP

NINETEENTH: The Indemnitors will, at any time upon the request of the Surety, procure the discharge of the Surety from any Bond and from all liability by reason thereof and will furnish the Surety with satisfactory and conclusive evidence that there is no further liability under any Bond. The Surety may, at any time, take such action as it deems necessary or proper to obtain its release from any and all liability under any Bond. Upon such discharge or release, the Surety shall return to the Indemnitor named as principal on the Bond any portion of any premium paid which is unearned as a result of such discharge or release.

REPRESENTATIONS

TWENTIETH: THE UNDERSIGNED REPRESENT TO THE SURETY THAT THEY HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND THAT THERE ARE NO OTHER AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OR MODIFY THE OBLIGATIONS SET FORTH HEREIN.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

IMPORTANT: The Signature of each and every party to this Agreement must be attested to or witnessed by another individual.

	S & S Communications	
	2 1	(Corporate name)
Attest X Gara Colonia	By Les Sumption	(Seal)
Attest (Print or Type Name and Title Below Signature)	Les Sumption	(Print or Type Name and Title Below Signature)
		(Corporate name)
Attest	By	(Seal) (Print or Type Name and Title
Attest(Print or Type Name and Title Below Signature)		(Print or Type Name and Title Below Signature)
		(Corporate name)
Attest	By	(Seal)
Attest(Print or Type Name and Title Below Signature)		(Seal) (Print or Type Name and Title Below Signature)
		(Corporate name)
Attest	By	(Seal)
Attest(Print or Type Name and Title Below Signature)	,	(Seal) (Print or Type Name and Title Below Signature)
		(Corporate name)
Attest	By	(Seal)
(Print or Type Name and Title Below Signature)		(Print or Type Name and Title Below Signature)
		(Corporate name)
Attest	By	(Seal)
Attest(Print or Type Name and Title Below Signature)		(Print or Type Name and Title Below Signature)
BDJ 37 (11-99)00		Page 4 of 6 pages

PUBLIC UTILITIES COMMISSION HEARING

Monday, June 30, 2003; 10:00 A.M. Room 412

Pierre, South Dakota

ASSEMBLAGE

	Person	Representing
1.	JASON JARKS	South Dakoh DCI
2.	Moodie DAVID L.	Moodie Imp. INC,
3.	Greg Dean	SD Tele communications Assi
4.	Cynthia Hoeksema	Pharmeo
5.	Chris Nelson	fharm co
6.	Brenden Peterson	Datoka Premin Hay
7.	Gler Mris	Legend Soed Ince
8.	GEORGE STRANDELI	GOLDEN WEST TELECOM
9.	Gichan D. Coit	SOTA
10.	Darla Pollman Rogers	SDN; Venture; LECA
	Chet Brokau	AP
12.	LONNIE GARLAND	KSFY-TV
	Scott Thorson	KELO
14.	Nearly Frances	Benchmark Foam
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		

PUBLIC UTILITIES COMMISSION HEARING

Tuesday, July 2, 2003; 8:30 A.M. Room 412
Pierre, South Dakota

ASSEMBLAGE

	Person	Representing	
1.	Darla Pollman Rogers	LECA	
2.	Matt Cronin	CAB Operations, LLC	
3.	Geg Deen	SDTA	
4.	Rich Cort	SATA	
5.			
6.			
7.			
8.			
9.			
10.			
12.			
13.			
14.			
15.			
16.			
17.			
			_
			_
			_
22.			_
 •			



THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA-CELL'S COMPLIANCE WITH COMMISSION ORDER TC02-166

VOLUME I Transcript of Proceedings June 30, 2003



BEFORE THE PUBLIC UTILITIES COMMISSION,
ROBERT SAHR, CHAIRMAN
GARY HANSON, VICE CHAIRMAN
JIM BURG, COMMISSIONER

COMMISSION STAFF

Rolayne Ailts Wiest
John J. Smith
Kelly Frazier
Jim Mehlhaff
Greg Rislov
Harlan Best
Keith Senger
Dave Jacobson
Michele Farris
Tina Douglas
Bonnie Bjork
Heather Forney

Pam Bonrud

PEGETEL

JUL 1 1 7703

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Reported By Cheri McComsey Wittler, RPR



1

I N D E X

ļ				
2	Witnesses Direct Cro)SS	Redirect	Recross
3	Glen Davis 29	40		
4	Brandon Peterson 49			
5	Chris Alan Nelson 72	86	94	99
6	David L. Moodie 101	115		
7	Robert Angerhofer 122	151		
8	Wendy Fransen 157			
9	Keith Willard 180			
10	Troy Clavel 199		210	
11	Exhibit Nos.	$\underline{\underline{M}}$	<u>O</u>	<u>R</u>
12	1 - Original order granting Certificate of Authority			
13	dated 12-21-00	3	28	29
14	2 - Order granting amended Certificate of Authority	3	28	29
15	3 - Order granting motion to			
16	amend Certificate of Authority to clarify and			
17	add reporting requirements	3	28	29
18	4 - Order issued 6-19-03 to	J		
19	amend clerical errors	3	28	29
20	5 - List of recommendations	3	34	34
21	6 - Contract with S&S	3	36	36
22	6A - Copy of cancelled check	3	36	36
23	7 - Copy of Agreement	3	54	54
24	7A - Copy of cancelled check	3	54	54
25	8 - Service Agreement and attached documents	3	111	111

R

1

2

3

4

5

7

6

9

8

11

10

12 13

14

15

16 17

18

19

20

21

22 23

24

25

CHAIRMAN SAHR: Good morning.

Let's go ahead and begin the hearing for Docket TC02-166, In The Matter of S&S Communications/Alterna-Cell's Compliance with Commission Order.

The time is approximately 10 a.m., the date is June 30, 2003, and the location of the hearing is in Room 412, State Capitol, Pierre, South Dakota.

I'm Bob Sahr, Commission Chairman. And Commissioners Gary Hanson and Jim Burg are also present. I am presiding over this hearing. hearing was noticed pursuant to the Commission's Order To Show Cause and Notice of Hearing issued June 16, 2003.

The issues at this hearing are as follows: whether the Certificate of Authority of S&S should be revoked or suspended if S&S is found to have acted in violation any of the Commission's orders, rules, or state law.

- 2, whether fines or penalties should be imposed if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law.
- 3, whether an order to compel should be issued requiring S&S to produce books and records as

1 2

provided in SDCL 49-31-7.1.

4, whether S&S should be ordered to release 800 numbers if requested by the customer that has been assigned the 800 number.

5, whether the Commission should take action against any bonds and the letter of credit issued by Aberdeen Finance Corporation.

6, whether Les Sumption and/or Matt Swearingen should be barred from providing telecommunication services in South Dakota in the future if the Commission determines that they have violated any orders, rules, or state law.

And, 7, any other appropriate reliefs that may be granted by the Commission.

All parties have the right to be present and to be represented by an attorney. All persons so testifying will be sworn in and subject to cross-examination by the parties. The Commission's final decision may be appealed by the parties to the State Circuit Court and State Supreme Court.

Rolayne Wiest will act as counsel for the Commission, and she may provide recommended rulings on procedural and evidentiary matters. The Commission may overrule its counsel's preliminary rulings throughout the hearing. If not overruled,

1	the preliminary rulings become final rulings.
2	And I think we do have somebody on the phone
3	line; is that correct? Can they talk back? We
4	have Peter Carney from Nationwide Mutual; is that
5	correct?
6	And maybe we can get the information for the
7	court reporter at some time with the spelling and
8	name since they can only listen. And I should note
9	they're not actually a party to the proceeding.
10	They're just listening in.
11	So at this time I'll turn it over to Ms. Wiest
12	to conduct the hearing.
13	MS. AILTS WIEST: At this time I
14	will take appearances of the parties. S&S.
15	MR. SANNES: Good morning. My name
16	is Tom Sannes with the law firm of Delaney,
17	Vander Linden and Delaney in Webster and Sisseton.
18	I'm making the appearance today on behalf of S&S,
19	Les Sumption, and Matt Swearingen.
20	MS. AILTS WIEST: How do you spell
21	your last name?
22	MR. SANNES: S-A-N-N-E-S.
23	MS. AILTS WIEST: Thank you.
24	Commission staff.
25	MR. FRAZIER: Kelly Frazier, staff

1 attorney.

2 MR. SMITH: John Smith, staff attorney.

MS. AILTS WIEST: Before we begin, does staff have an opening statement?

MR. FRAZIER: Yes, please. Thank
you. Members of the Commission, my name is
Kelly Frazier, and it is my intent today along with
John Smith acting as staff attorney and
Keith Senger, Commission analyst, to bring forth
evidence in support of the issues noticed in the
Commission's Order to Show Cause and Notice of
Hearing issued on June 6, 2003.

As outlined by Commissioner Sahr, issue 1 is whether the Certificate of Authority should be revoked or suspended, and for brevity I won't read through each of the statutes. But under issue 1 it is staff's position that good cause does exist for the revocation or suspension of S&S's Certificate of Authority in that S&S has at a minimum intentionally failed to maintain accounts and records as required by the Commission, failed to file with the Commission all financial and other reports that the Commission required in a form and at such times as the Commission designated, failed

to cooperate with Commission investigations or inquiries regarding the customer complaints, and furnished or made misleading false statements or reports to the Commission.

With respect to the second issue on fines and penalties, it is staff's position that S&S intentionally has obstructed staff in the performance of its duties, refused to give information within its possession, and failed to produce records and evidence in response to data requests.

It is also staff's position that S&S has intentionally violated, neglected, failed, and refused to comply with lawful Commission orders in that the company sold prepaid contracts after the effective date of the March 20, 2003 order restricting S&S from making prepaid sales.

S&S also sold prepaid contracts prior to that in violation of the standing order of the Commission stating that S&S's Certificate of Authority was subject to the condition that it made a 100 percent bonding which was issued in TC00-114.

It is staff's position that every sale of telecommunications services after the prepaid restrictions went into effect is subject to a civil

1 fine.

Also every sale of services when S&S was not 100 percent bonded could also be considered a violation of the statute and subject to a penalty as well.

It is staff's position that S&S was underbonded from the very first day it began offering services, and as such every single contract signed by S&S may be subject to a penalty. 20:10:24:04:05 states that the Commission may require an applicant as a condition precedent to granting a Certificate of Authority may be required by the Commission.

As the condition precedent the bond obligation must be met before any sales are authorized under the Certificate of Authority. When the bond requirements have not been met the sales are not authorized under the Certificate of Authority. Our investigation yields that there was over 600 such contracts signed.

It is also staff's position that 49-31-3 gave the Commission general supervision and control of S&S and required S&S to obtain a Certificate of Authority before offering services. Thus, any sale in violation of the Certificate of Authority may be

subject to a civil penalty.

With respect to the third issue on compelling S&S to produce books and records, it is staff's position that S&S has intentionally not produced all materials ordered by this Commission and S&S should be compelled to produce a copy of all physical and electronic books, papers, tariffs, schedules, contracts, agreements, and documents not yet submitted to the Commission.

With respect to issue 4 on the 800 numbers, it is staff's position the Commission has the authority to exercise powers necessary and proper to supervise and control and hence compel S&S to continue to work to ensure that all 800 numbers are released so that customers can move onto other carriers.

With respect to the fifth issue on the bond and letter of credit, 20:10:24:04:05 gave the Commission the authority to require S&S to post a bond as a condition precedent to its certification. It is staff's position that the Commission has the authority to exercise the powers necessary and take action on the bond and letter of credit issued for S&S.

With respect to issue 6, whether

Matt Swearingen and Les Sumption should be barred from providing telecommunications services,

20:10:24:04 states if the Commission revokes the Certificate of Authority, the named holder of the Certificate of Authority may not reapply for certification for at least one year after the date of that revocation, unless this Commission determines that other action is more appropriate.

It is staff's position that other action is more appropriate in that Matt Swearingen and Les Sumption should be barred from providing such services for life or such time as the Commission may deem appropriate. Staff would suggest at a minimum that the revocation stay in effect until such time as S&S has either reimbursed all customers on a dollar-for-dollar basis for the harm they have suffered or until such time that they can provide a bond equal to the amount of damages its customers are found to have suffered at the end of these proceedings.

As a procedural matter, staff will begin with the testimony by the customers who have been harmed by S&S so that they may have time to present their testimony and get home. Staff will then produce the testimony of Keith Senger, staff analyst.

Given the fact that much of the information in staff's possession is either covered by the confidentiality of our rules or the gag statute, staff will present an overview of the case and omit direct testimony on the contents of confidential filings. Staff will then move to close the hearing and bring the evidence which is of a confidential nature.

At the close of staff's case we are convinced that the Commission will see a revocation of S&S's Certificate of Authority and the remedies sought by staff in this case are completely justified. It will be clear that from the very beginning that S&S felt that the bonding conditions were, in their own words, possibly unobtainable.

The evidence will show that they consistently submitted erroneous and incomplete information to this Commission, which thematically and systematically worked to grossly understate their bond. The evidence will show in a clear and convincing fashion that Les Sumption and Matt Swearingen, doing business as S&S Communications, have consistently acted with contempt for the jurisdiction of this Commission, with the intent to deceive staff and with the

intent to deceive you and obstruct us in our duty to regulate and protect the consumers of this state.

So long as either of these men hold certification, it is our position that these consumers are in harm's way. We pray you revoke the certificate of authority and impose penalties and ensure they are never again in a position to harm the consumers we are sworn to protect. Thank you.

MS. AILTS WIEST: Mr. Sannes, do you have an opening?

MR. SANNES: I do. Thank you. Good morning. I want to make things nice, short, and sweet for the Commission today.

Now, first of all, from the very outset we would like to tell the staff and the Commission that we do not contest issue number 1, the revocation of the Certificate of Authority. The bottom line up front is that S&S, Les Sumption, and Matt Swearingen agree to their Certificate of Authority being revoked.

Further, in regard to request number 3 that an order to compel should be issued requiring S&S to produce books and records as provided in

SDCL 49-31-7.1, my clients have informed me that since December they have been more than willing to open their doors and still are at this time for any member of the staff to come and review any books, records that they have questions to. We will not contest that provision of today's hearing.

In regard to request number 4, whether S&S should be ordered to release 800 numbers if requested by the customer that has been assigned the 800 number, once again we will not be contesting that request by the staff in front of this Commission.

As a matter of fact, it is my understanding that all 800 numbers were released in writing several weeks ago. If the staff has any evidence of 800 numbers that were not released, we would like to be provided them so we can release those in writing and have those customers continue on receiving the service that is necessary for them.

In regards to number 5, whether the Commission should take action against the bonds and the letter of credit issued by Aberdeen Finance Corporation, once again, we will not be contesting that request. We agree that the letters of credit and the amount of financing -- or, excuse me, the bonds that were

issued in this case should be taken by this Commission and should be used for any necessary means that must be.

What this really comes down to today, members of the Commission, is that we greatly disagree with the concept that S&S, Les, or Matt should be fined.

Right now we have individuals who are doing their best to make a go at a business. And sometimes businesses do not work out. At this point in time for lack of a better term finding S&S, Les or Matt would just be pouring gasoline on a small campfire and turning it into a forest fire. You can fine them but really all you're going to do is hurt the customer in the end.

Also in regards to the request by staff that there be a lifetime ban, we want to put up front that we believe that's unconstitutional, that it would be overreaching, and in reality it is an unrealistic request by the staff to this Commission.

These individuals, Les and Matt, have put their life into trying to put together a business. We're confident that staff can show no evil intent by these individuals to come forward and try to

2

3

5

7

6

9

8

10

11 12

13

14 15

16

17

18

19

20

21

22

23

24

25

take advantage of the South Dakota consumers.

This isn't an Enron situation or WorldCom situation or Martha Stewart as we like to see on the news out east. This is two guys that live in trailer homes in Brown County South Dakota and drive minivans. This is not the end all of all cases. Yes, there are problems and that's why we are being up front with this Commission and telling you in the beginning that we will not contest those provisions, but we will contest those other ones.

Further we are respectfully requesting that all of this hearing be held confidential. We are greatly concerned that information that could be provided during this hearing to include any customer names, addresses, telephone records, billing information could definitely adversely effect S&S Communications and numerous other situations that may develop from this day forward.

So we are requesting that this hearing be held confidential, that the witnesses be respectfully sequestered, and also that all observers wait outside the hearing room until the conclusion of this hearing. Thank you very much.

CHAIRMAN SAHR: What is your legal basis for having the entire proceeding held

confidential as opposed to those parts that are confidential under state law?

MR. SANNES: That's a great question, and our answer to that is we believe the administrative rules that are held within South Dakota are to be construed very broadly in that if there are trade secrets or individual customer's names, we may be talking about things here in the regards to the letter of credit, Aberdeen Finance Corporation, numerous other pieces of information that we believe fall within the administrative rules to hold this confidential.

And we are doing this not only for the protection of S&S, Les Sumption, and Matt Swearingen but also for the individuals that are affected. If the staff has witnesses, they will be in here, they will be allowed to hear that testimony.

We're confident that staff will be speaking with individuals that are affected by the testimony later on, and that information that is necessary for them to hear can be provided to them at that time.

CHAIRMAN SAHR: Is that a motion or a request, withholding the entire hearing

confidential?

will make that

response to t

a response.

 $$\operatorname{MR.}$ SANNES: To formalize that we will make that as a motion.

MS. AILTS WIEST: Does staff have response to that motion?

MR. SMITH: Yes, we do. We do have a response. Staff has already agreed that information that was filed with the Commission that is confidential information will be treated in that manner during this hearing.

This information, the standards in our rules provide that information which is proprietary to a company and which has value for that reason can be protected as confidential information. And the press and other interested members of the public, of whom there are several here right now, have a — that the company has a right to have them excluded.

But in the absence of that kind of circumstance or the other circumstance that the rule is, is in the public interest. In the absence of those circumstances, we not only shouldn't preclude the public from hearing that testimony, but I don't think we have a legal right to do so.

We're going to start out this morning with several witnesses who were customers. Are they on

the S&S customer list? No doubt that they are.

Was that information presented to us confidentially

by S&S that their names were on that customer list?

That's no doubt the case.

That, however, in my opinion does not in any way preclude these citizens of South Dakota from coming before this Commission and testifying publicly. And I don't think S&S has any right — to my knowledge there are no nondisclosure or confidentiality agreements with these parties. If there are — Sannes, is that the way you pronounced it? I'm sorry.

MR. SANNES: Yes, sir.

MR. SMITH: Okay. By all means show those to us, but in the absence of something that would preclude these people from coming to the Commission and testifying publicly, I don't think S&S has standing to raise that objection at all on their behalf. They have the right to testify publicly. The press has the right to observe what happens.

MS. AILTS WIEST: Do you have any response, Mr. Sannes?

MR. SANNES: Clearly the individuals have the right to testify. Clearly we're not here

to object to these individuals testifying. But we do believe that when it comes down to this numerous pieces of information -- and the staff likes to bring this up as a exceptional case, and that's why we have so many interested individuals here today.

This is an exceptional case that warrants the closing of these hearings so that confidential information is not released even inadvertently by one of the witnesses. That inadvertent release of information at this point in time could be extremely detrimental to S&S.

And we're not doing this as a matter to obstruct the public's interest or to in any way hinder the investigation in this case. We're just respectfully requesting this as a matter of we believe proper consideration for the situation that S&S, Les Sumption, and Matt Swearingen find themselves in at this point in time.

CHAIRMAN SAHR: What type of confidential information do you think that an individual could disclose? I mean, I would doubt they'd probably know market share or other proprietary information or much more than their own agreements.

MR. SANNES: In regards to that, I

10 11

9

12 13

14

15

16 17

18

19

20

21

22

23 24

25

think we're talking about different witnesses right now. Each witness we'd ask to be sequestered, normal rules. We don't believe they should be allowed to listen to the other witness's testimony. And that way we ensure -- no insult to the witnesses or anything like that, but we have the proper testimony before this Commission.

In regards to billings, any of that type of information, our concern is that I don't know what these witnesses are going to say. We have not had the opportunity to know which witnesses were going to be called today in any of the papers that I was provided by the staff. Therefore, we still have that concern on what could be placed out.

In regards to what the information staff puts forward, that should be completely confidential. Once again, they've had privy to numerous pieces of confidential information. And if something does come out inadvertently, it's too late to, you know, close the barn doors. We'd like to close the barn doors at this point in time.

CHAIRMAN SAHR: And I presume, though, as an attorney who probably knows the Rules of Civil Procedure there certainly are mechanisms where you can request information from

staff, whether it be witness lists, documents, and so on and so forth.

So I understand that you may feel you don't have enough information on that, but at the same time it doesn't mean the same thing, that you didn't have an opportunity to avail yourself of that information.

MR. SANNES: Most certainly.

I have no objection.

CHAIRMAN SAHR: Thank you.

MS. AILTS WIEST: Does staff have any objection to sequestering of witnesses?

MR. SMITH:

Other than Keith Senger -- I think we can simplify this a little bit and maybe your fear level will be reduced.

Other than Keith Senger, all of the witnesses that we are going to be calling are just customers who were harmed by -- or who believe they were harmed by the activities of S&S.

Mr. Senger is going to be presenting the I guess you'd call it technical or financial evidence on behalf of the staff. He has, to my knowledge, as carefully as he could separated that portion of his testimony which involves confidential information. And that not only includes the

primary confidential information, which includes things such as customer identity and so forth, but it also includes his compilations or analyses of those confidential facts.

The one place where we might have an argument is the actual final conclusions that he draws from the evidence we don't believe are necessarily confidential. There's nothing proprietary about that.

Yes, it may be viewed as injurious to S&S's reputation, as any adverse conclusion in a case would be, but it doesn't include information that is proprietary to a company.

So, you know, it's going to be a little while before we get to Keith here, and maybe at that point you and Keith could have a discussion and you might feel a little more comfortable that we've taken significant pains to avoid having information that's confidential disclosed to the public.

That's our position.

CHAIRMAN SAHR: And I -- that might be a good way to handle Mr. Sannes's concern about being surprised by anything that might come out.

If we keep Mr. Senger's confidential portion confidential and then when it comes to conclusions,

maybe that's something where on one of the breaks either one of the attorneys could discuss with Mr. Sannes so that you can properly hopefully put him at a comfortable level as far as not being "surprised."

MR. SMITH: And I don't know, Keith, if this is possible, but I wouldn't have any objection to as we enter each separate phase of your testimony, you know, dealing with it at that point. A lot of it was just not filed under a confidentiality restriction period.

(Mr. Smith confers with Mr. Senger)

MR. SMITH: As Mr. Senger has stated here, even information that was presented to us really not identified as confidential he's going beyond that and treating it as confidential.

There's other stuff even as we go along you'll agree is probably not confidential, is not proprietary, not confidential.

I think, though, if what we're talking about is the hearing should be confidential because we could have negative evidence come out or adverse findings, that's not a proper grounds for keeping a hearing closed.

MS. AILTS WIEST: At this point I am

going to deny the motion to close the hearing. 1 don't see how consumers who are speaking from their 2 own experiences are going to be releasing any 3 confidential information. Staff will treat the 4 confidential information that has been filed as 5 confidential. 6 So at this point if you'd like to call your 7 first witness. 8 CHAIRMAN SAHR: Do we need to 9 sequester? 10 MS. AILTS WIEST: Do you have any 11 objection to sequestration? 12 MR. SMITH: Again, the witnesses we 13 are going to call first are just consumers. 14 stories are really unrelated. If you want them 15 sequestered, I will, but I don't think their facts 16 are going to be influenced significantly by what 17 the others say. But if you'd like, I will 18 sequester. 19 Would you prefer? 20 MR. SANNES: Yes. We would prefer 21 that the witnesses are sequestered. 22 CHAIRMAN SAHR: I would instruct 23 staff, if at all possible, let's make our witnesses 24 as comfortable as possible and get some chairs out 25

1	there and try to find some air conditioning, if we
2	can.
3	(Discussion off the record)
4	MR. SMITH: Mr. Sannes, when each of
5	the witnesses is concluded can they stay in the
6	room?
7	MR. SANNES: I do not have a problem
8	with that.
9	(Discussion off the record)
10	MS. AILTS WIEST: Are there any
11	other motions before we begin? Did you have
12	anything further, Mr. Sannes?
13	MR. SANNES: No, not at this point
14	in time.
15	MS. AILTS WIEST: And then pursuant
16	to our Administrative Rules
17	MR. SMITH: Oh.
18	MS. AILTS WIEST: Excuse me. Did
19	you have something?
20	MR. SMITH: Mr. Senger is our
21	witness. Is he also subject to the sequestration
22	request?
23	MR. SANNES: Our request is going to
24	be that all witnesses are sequestered.
25	MR. SMITH: Keith, you're

1 sequestered. CHAIRMAN SAHR: Well, unless you 2 object to it. 3 MR. FRAZIER: I do object to it. 4 MR. SMITH: I don't think we have a 5 6 right to object to it. I mean, I think a 7 sequestration request is that, and that is that, to my knowledge. He's requested sequestration. I think that's 9 the end of story. I think you're out of here. 10 MR. SANNES: Members of the 11 Commission, we want to make it clear we're not 12 trying to make this difficult on the Commission. 13 14 That's why we told you in the beginning we're consenting to many of these issues. 15 We're just asking that a few things be 16 followed that protect S&S and Matt and Les's 17 interests down the road. 18 MS. AILTS WIEST: At this point 19 would staff like to call their first witness. 20 MR. SMITH: Actually what I'd like 21 to do before we call our first witness, if you 22 don't mind, is Mr. Sannes and I have talked about 23 our first evidence were four exhibits which are the 24 four Commission orders to which we refer in the 25

3

2

4

5 6

7

9

10

11

12 13

14

15

16

17

18

19

20

21

22

23

24

25

Order To Show Cause. And those orders are Exhibits 1, 2, 3, and 4.

Exhibit 1 is the original order granting Certificate of Authority dated December 21, 2000. Exhibit No. 2 is the order granting amended Certificate of Authority, and that order was entered on the 20th day of March 2003, and that's the order that restricted S&S from providing prepaid services subsequent to the order.

Exhibit No. 3 is the order granting motion to amend Certificate of Authority to clarify and add reporting requirements, which was issued by the Commission on the 3rd day of June 2003, and that was the order that specified with greater clarity what the Commission wanted to see in the future in terms of both customer information and financial reporting from the company.

And lastly was the order issued on the 19th day of June 2003 to amend a couple of clerical errors that were in the June 3 order. Mr. Sannes has stipulated to the admissibility of these, and I would offer Exhibits 1 through 4.

MS. AILTS WIEST: So if there's no objection to Exhibits 1 through 4.

MR. SANNES: No objection.

1		MS. AILTS WIEST: They're admitted.
2		MS. AILTS WIEST: Anything further,
3		Mr. Smith?
4		MR. SMITH: No, Madam Chairman.
5		MS. AILTS WIEST: You may call your
6		first witness.
7		MR. SMITH: The staff calls
8		Glen Davis.
9		GLEN DAVIS,
10		called as a witness, being first duly sworn in the
11		above cause, testified under oath as follows:
12		DIRECT EXAMINATION
13		BY MR. SMITH:
14	Q	Good morning, Mr. Davis.
15	A	Good morning.
16		MR. SMITH: One more preliminary
17		matter. We've got a few exhibits here I'm going to
18		be using with the witnesses. Do you want me to
19		deal with those individually, or do you want me to
20		give you the set so that you can look at them and
21		rule on them?
22		If you don't have an objection, I mean,
23		they're if you do, then I won't do it that way
24		and we'll pass them out as we go one by one.
25		MR. SANNES: I do not have an

objection. 1 MR. SMITH: Okay. We'll just give 2 you the set so it's easier to deal with it 3 mechanically. 4 Mr. Davis, would you please state your name and spell 5 0 it for the reporter. 6 Glen Davis, G-L-E-N D-A-V-I-S. 7 Ά Where do you live? 8 0 De Smet, South Dakota. 9 Α Are you employed? 10 0 Yes. 11 Α Who are you employed by? 12 Q Legend Seeds, Incorporated. 13 Α And where is Legend Seeds located? 14 De Smet, South Dakota. 15 Α What is your position with Legend Seeds? 16 President. 17 Α How long have you held that position? 18 Q 14 years since we started. 19 Α And would you just give us the two-minute description 20 0 of what Legend Seeds is. 21 We're a seed, corn, soybean company that sells to 22 Α farmers through dealer organization, the seeds for 23 planting. 24 Do you sell seeds mainly in the De Smet immediate area? 25 Q

- A No. We sell in all of South Dakota, North Dakota,

 Minnesota, and a little bit into Iowa.

 And so is the use of telephonic communication an integral part of your business?
 - A Critical, yes.
 - Q Are you familiar with a company known as S&S Communications?
 - A Yes.

- Q How did you first become aware of S&S Communications?
- A The implement dealer in town who was good friends of ours, we were having supper one night, and they said that they were with this company and were very happen with the services.

And we at that time were not completely happy with the company we were with, and so based on their recommendations, we called S&S.

- O When did this occur?
- A About the last of March, the first part of -- somewhere in March. I'm not exactly sure of the date.
 - Q Was there a specific -- maybe you mentioned this. Was there an individual that you talked to in relation to S&S?
 - A What happened is I called -- in the middle of April I called the office, the S&S number, and talked to the secretary. I believe her name is Dawn. I don't

remember exactly if that was her name. Then she said 1 she would get ahold of a salesman and they would get 2 3 ahold of us. Well, the next morning -- in fact, I used the salesman's name that the implement company had given 5 us, Tom Bigelow. And the next morning Tom was in 6 De Smet talking to our business manager. 7 Was there an individual at the implement company that 8 0 9 gave you the name of S&S? 10 Kay Wolkow. Α Kay Wolkow. What company does she work for? 11 Q 12 O'Keefe Implement out of De Smet. Α COMMISSIONER BURG: Can I get a 13 clarification? Was that March of this year? 14 15 THE WITNESS: Yes. I've got a lot of cords and stuff to walk over here. 16 I've handed you an exhibit called Exhibit No. 5. Do 17 you recognize that? 18 This is -- we asked for a list of 19 Α recommendations, and this is a list of recommendations 20 that we got. 21 And how did you get that list of recommendations? 22 0 From Tom Bigelow. 23 Α On the front page of that it says to Glen and Janet; is 24 that correct? 25

1	A	Correct.
2	Q	And what is right below that?
3	A	It says five pages and then Tom Bigelow's business card
4		that he gave us.
5	Q	And is Tom Bigelow the individual that faxed you that
6		information?
7	A	You know, I believe he is or arranged it to be faxed.
8		I'm not exactly sure who actually gave it to us.
9	Q	Who actually faxed it to you?
10	A	Yeah.
11	Q	But you know of your own knowledge that you did receive
12		that fax?
13	A	Yes. Because I personally called some of these
14		references.
15	Q	Okay. And you received them as a result of the meeting
16		that you had with Mr. Bigelow?
17	A	Correct.
18	Q	Was this document then kept in your files as a business
19		record in the ordinary course?
20	A	It was kept with all of the S&S stuff, yes.
21	Q	And is it a true and correct copy of the fax of these
22		pages that you received?
23	A	I'm positive it is.
24		MR. SMITH: I would move the
25		admission of Exhibit 5.

1		MS. AILTS WIEST: Any objection?
2		MR. SANNES: None, ma'am.
3		MS. AILTS WIEST: Admitted.
4	Q	Did you speak with the S&S salesperson? You said his
5		name was Mr. Bigelow.
6	A	Yes.
7	Q	Did you speak with Mr. Bigelow yourself?
8	A	Yes. What he did is he came down and our business
9		manager, Kathy Ellis, and him visited about the
10		program. Then she called me and explained what they
11		had talked about. So, yes, he was there when I talked
12		to him.
13	Q	And what did Mr. Bigelow tell you in terms of selling
14		you on the S&S services?
15	A	Well, he explained how happy we would be with it. He
16		gave us the quote on the prices and explained how the
17		system would work and basically went through how their
18		company works and how the system would work where we
19		prepay for the services.
20	Q	Did Mr. Bigelow at that time so he did explain to
21		you that these were to be prepaid services?
22	A	Correct.
23	Q	And for how long of a period of time was S&S to provide
24		services?
25	A	For four years.

- Q For four years?
- A Yes.

- Q At this time did Mr. Bigelow tell you that the Public Utilities Commission had issued an order on March 20, 2003 that prohibited S&S Communications from offering prepaid services?
- A No.
 - Q Didn't mention anything about that?
- 9 A No.
 - Q At the time you spoke with Mr. Bigelow did he mention anything about the fact that S&S was experiencing some financial problems that might cause it to have difficulties in the near future?
 - A No.
 - Q Did there come a time then when this conversation with Mr. Bigelow led to your making a decision about whether to take the telephone services from S&S Communications?
 - A Yes. Shortly after him and Kathy visited he called the next day and told her that this was towards the middle of April now that they were going to quit selling services to businesses, they were going to go to a 10-10 system so if we wanted to get in on it, we had to do it before the 1st of May.
 - Q So he did mention something about the fact that they were going to get out of the prepaid business?

the commercial and go to the private sector with that service, same services. Q But he didn't tell you it was because there was a Commission order outstanding? A No. MR. SMITH: For the reporter, I'm handing him two documents. The first is labeled Exhibit 6 constituting six pages and the second is Exhibit 6A, a one-page document. MR. SANNES: Ma'am, for the record to help these things along, we will not be objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to move their admission at this time? MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and 6A are admitted. MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what Exhibit 6 is?	1	А	He led us to believe that they were going to get out of
Q But he didn't tell you it was because there was a Commission order outstanding? A No. MR. SMITH: For the reporter, I'm handing him two documents. The first is labeled Exhibit 6 constituting six pages and the second is Exhibit 6A, a one-page document. MR. SANNES: Ma'am, for the record to help these things along, we will not be objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to move their admission at this time? MR. SMITH: Yes. MR. SMITH: Yes. MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	2	·	the commercial and go to the private sector with that
Commission order outstanding? A No. MR. SMITH: For the reporter, I'm handing him two documents. The first is labeled Exhibit 6 constituting six pages and the second is Exhibit 6A, a one-page document. MR. SANNES: Ma'am, for the record to help these things along, we will not be objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to move their admission at this time? MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and 6A are admitted. MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	3		service, same services.
MR. SMITH: For the reporter, I'm handing him two documents. The first is labeled Exhibit 6 constituting six pages and the second is Exhibit 6A, a one-page document. MR. SANNES: Ma'am, for the record to help these things along, we will not be objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to move their admission at this time? MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and for are admitted. MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	4	Q	But he didn't tell you it was because there was a
MR. SMITH: For the reporter, I'm handing him two documents. The first is labeled Exhibit 6 constituting six pages and the second is Exhibit 6A, a one-page document. MR. SANNES: Ma'am, for the record to help these things along, we will not be objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to move their admission at this time? MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and for are admitted. MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	5		Commission order outstanding?
handing him two documents. The first is labeled Exhibit 6 constituting six pages and the second is Exhibit 6A, a one-page document. MR. SANNES: Ma'am, for the record to help these things along, we will not be objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to move their admission at this time? MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	6	A	No.
Exhibit 6 constituting six pages and the second is Exhibit 6A, a one-page document. MR. SANNES: Ma'am, for the record to help these things along, we will not be objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to move their admission at this time? MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	7.		MR. SMITH: For the reporter, I'm
10 Exhibit 6A, a one-page document. 11 MR. SANNES: Ma'am, for the record 12 to help these things along, we will not be 13 objecting to those exhibits. 14 MR. SMITH: Okay. Thank you. 15 MS. AILTS WIEST: Did you want to 16 move their admission at this time? 17 MR. SMITH: Yes. 18 MS. AILTS WIEST: So we have 6 and 19 6A are admitted. 20 MR. SMITH: Did I move the admission 21 of Exhibit 5? 22 MS. AILTS WIEST: Yes. It's 23 admitted. 24 Q Mr. O'Keefe, can you describe for the Commission what	8		handing him two documents. The first is labeled
MR. SANNES: Ma'am, for the record to help these things along, we will not be objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to MR. SMITH: Yes. MR. SMITH: Yes. MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	9		Exhibit 6 constituting six pages and the second is
to help these things along, we will not be objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to MR. SMITH: Yes. MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and MR. SMITH: Did I move the admission MR. SMITH: Did I move the admission MR. SMITH: Did I move the admission MR. SMITH: WIEST: Yes. It's admitted. MR. AILTS WIEST: Yes. It's admitted. MR. O'Keefe, can you describe for the Commission what	10		Exhibit 6A, a one-page document.
objecting to those exhibits. MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to MR. SMITH: Yes. MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and MR. SMITH: Did I move the admission	11		MR. SANNES: Ma'am, for the record
MR. SMITH: Okay. Thank you. MS. AILTS WIEST: Did you want to MS. AILTS WIEST: Did you want to MR. SMITH: Yes. MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and MR. SMITH: Did I move the admission MR. SMITH: Did I move the admission MR. SMITH: Did I move the admission MS. AILTS WIEST: Yes. It's Admitted. MR. O'Keefe, can you describe for the Commission what	12		to help these things along, we will not be
MS. AILTS WIEST: Did you want to move their admission at this time? MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and 6A are admitted. MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	13		objecting to those exhibits.
move their admission at this time? MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and 6A are admitted. MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	14		MR. SMITH: Okay. Thank you.
MR. SMITH: Yes. MS. AILTS WIEST: So we have 6 and 6A are admitted. MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	15		MS. AILTS WIEST: Did you want to
MS. AILTS WIEST: So we have 6 and 6A are admitted. MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	16		move their admission at this time?
19 6A are admitted. 20 MR. SMITH: Did I move the admission 21 of Exhibit 5? 22 MS. AILTS WIEST: Yes. It's 23 admitted. 24 Q Mr. O'Keefe, can you describe for the Commission what	17		MR. SMITH: Yes.
MR. SMITH: Did I move the admission of Exhibit 5? MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	18		MS. AILTS WIEST: So we have 6 and
21 of Exhibit 5? 22 MS. AILTS WIEST: Yes. It's 23 admitted. 24 Q Mr. O'Keefe, can you describe for the Commission what	19		6A are admitted.
MS. AILTS WIEST: Yes. It's admitted. Q Mr. O'Keefe, can you describe for the Commission what	20		MR. SMITH: Did I move the admission
23 admitted. 24 Q Mr. O'Keefe, can you describe for the Commission what	21		of Exhibit 5?
Q Mr. O'Keefe, can you describe for the Commission what	22		MS. AILTS WIEST: Yes. It's
	23		admitted.
Exhibit 6 is?	24	Q	Mr. O'Keefe, can you describe for the Commission what
1	25		Exhibit 6 is?

1 Α Mr. Davis, you mean? Or Mr. Davis. I'm sorry. 2 Exhibit 6 is our contract with S&S 3 Α Communications. 4 And looking at the first page of the contract, this is 5 a very difficult document to read, it states at the top 6 7 2 and then would you please -- can you tell us what the rest of that is, the number 2, and following that what 8 that is? 9 What we did is we bought two plans, and each plan was 10 Α 5,000 some odd dollars to give us four years of 11 unlimited commercial show special, which would include 12 calling cards and including one additional 800 number 13 and then additional services for three individuals 14 within our company. 15 Okay. So there were to be three individuals so they 16 0 were to receive residential phone service? 17 Correct. 18 Α As well as the commercial phone service? 19 0 20 Correct. Α Well, let's look at the bottom of that page first. The 21 bottom is the number, if I can read it correctly, 22 11,728, and that occurs in the box at the bottom of the 23 page after the word "total." 24

25

Would I be understanding this document

correctly that that was the total amount of money that 1 Legend Seeds agreed to pay? 2 That's correct. 3 Α Second page, turning to page 2 of the document, near 4 Q the bottom of the page is a date on the agreement, and 5 my copy, I think says April -- 4-17-03? 6 7 Ά Correct. Would that be the date that this document was executed? 8 9 Α Yes. 10 Now let's turn to the remaining -- I guess it's on the Q other exhibit. Now turning to Exhibit 6A, would you 11 tell us what that is? 12 That is a copy of our cancelled check for that amount. 13 Α Okay. And so you did pay -- you paid the full \$11,700 14 0 and change? 15 16 Α Correct. And after you signed the contract with S&S and paid was 17 0 Legend Seeds phone service, in fact, switched over to 18 19 S&S? 20 Correct. It was. Α How about your home phone? 21 Q 22 Yes. Α And do you know whether Angel Sorenson's and 23 Q Kathy Ellis's phones were also switched over? 24

To the best of my knowledge they were.

25

Α

- Q And then did you receive phone service from S&S after April 17, 2003?
- A Well, it was actually about the 3rd of May or first part of May that everything was switched over, and we did receive services after that.
- Q And that was just the normal switchover period after that?
- A Yes.
 - Q Are you still receiving phone service from S&S?
- 10 A No.

- 11 Q Why not?
 - A The first part of June we started getting calls from people who said they tried our -- to call us -- or we tried to call out, and we could not call out long distances. So immediately we called the O'Keefes, and they were doing the same problem. They called a couple of friends and some were not having problems. So we weren't sure what the problem was.

Kathy then, our business manager, attempted to get ahold of S&S and was unable to get ahold of them. And finally when she did get through they said that they went bankrupt and we would not be getting anymore service from them.

- Q So they told you they went bankrupt?
- A They were filing Chapter 11, I believe it was,

1 reorganization. Did S&S say when you called that they would pay you the 2 0 money back that you paid them? 3 No, they did not. Α 4 So basically your situation right now is you've paid 5 S&S \$11,700 for four years of phone service that you're 6 not going to get from them and now you've got to go out 7 and pay another phone company for the same service? 8 9 Α That is correct. MR. SMITH: Thank you, Mr. Ellis. 10 MS. AILTS WIEST: Do you have any 11 questions? 12 Thank you, ma'am. MR. SANNES: 13 CROSS-EXAMINATION 14 15 BY MR. SANNES: Mr. Ellis, I'm looking at what is marked --16 Q Davis. 17 Ά Apologize, sir. Everybody is doing that to you today. 18 I'm looking at what has been marked as Exhibit No. 5, 19 and if I'm correct that shows 35 individuals you could 20 contact in regards to getting references to S&S; is 21 22 that correct? I didn't count them, but I would assume that's correct. 23 Α You did contact two or three individuals; is that 24 0 25 correct?

Actually I contacted two. I'm not sure how many Kathy 1 Α contacted, three counting the O'Keefes. 2 And those individuals all gave good reports in regards 3 0 to S&S; correct? 4 5 Correct. Α Now the reason why you were looking at S&S is because 6 7 you were not happy with your current provider at that time? 8 We were not happy with our current provider. We were 9 Α looking for another long distance carrier. 10 Who was that provider? 11 0 It was -- can I look at my notes because I do have 12 Α that? 13 Certainly. 14 Q Ouantum Link Communications. 15 Α And, sir, in a nutshell, what did you believe the 16 Q savings were going to be to your company by switching 17 to S&S? 18 We weren't exactly sure, of course, but we assumed that 19 Α it would cost us less than 50 percent that it presently 20 was over a period of time. 21 So by that number, you paid approximately 11,700, you 22 0 figured if you would have stayed with Quantum Link, you 23 would have paid 22, 23,000; is that correct? 24 Over that period of four years, that or more even.

25

1	Q	Okay. Have you made any claims with S&S for the
2		recovery of that 11,700 yet?
3	А	No. Well, I'm not sure. I have not signed any claims
4		to S&S that I know of, but our business manager has
5		handled most of everything with this project. So I
6		don't believe we have asked for a refund.
7		MR. SANNES: I have no further
8		questions. Thank you, Glen.
9		MS. AILTS WIEST: Do the
10		Commissioners have any questions?
11		VICE CHAIR HANSON: I do, if I may.
12		MS. AILTS WIEST: Go ahead.
13		VICE CHAIR HANSON: Thank you,
14		Mr. Chairman. Mr. Davis.
15		THE WITNESS: Yes.
16		VICE CHAIR HANSON: When you were
17		testifying you stated you were told by someone that
18		S&S was going to file bankruptcy. Was that over
19		the telephone at the time?
20		THE WITNESS: That was communicated
21		to our business manager. She came back to me.
22		When we weren't getting services she got ahold of
23		someone with S&S, and they said they had filed
24		bankruptcy.
25		VICE CHAIR HANSON: So to the best

1	of your knowledge you didn't have a direct
2	relationship with someone at S&S making that
3	statement?
4	THE WITNESS: No.
5	VICE CHAIR HANSON: Okay. Was
6	Quantum Link providing service to you at the time
7	that you decided to cancel the relationship?
8	THE WITNESS: Correct.
9	VICE CHAIR HANSON: Did you
10	experience a savings by going to the other company,
11	by going to S&S?
12	THE WITNESS: Yes. Well, we assumed
13	we did, yes.
14	VICE CHAIR HANSON: At this juncture
15	you can tell me that you saved money by making that
16	change, that you are better off now financially
17	than having stayed with Quantum Link?
18	THE WITNESS: No, we're not better
19	off today.
20	VICE CHAIR HANSON: That's the
21	question I'm asking you, if you actually saved
22	money not on one phone call but overall.
23	THE WITNESS: No, we did not.
24	VICE CHAIR HANSON: Okay. Do you
25	have an idea approximately what it cost you to make

1 the change? THE WITNESS: Just quessing I'm 2 going to guess is around \$10,500. 3 VICE CHAIR HANSON: So you feel you 4 received approximately \$1,200 worth of service? 5 THE WITNESS: Probably for that --6 7 we had the service for probably our busiest month of the year, yes. 8 VICE CHAIR HANSON: All right. 9 Thank you. 10 CHAIRMAN SAHR: Mr. Davis, first of 11 all, I want to thank you for coming to Pierre. Ι 12 realize you're probably busy with a lot of things 13 going on, especially during the summer season. So 14 we appreciate you making the effort to come here to 15 town and to appear here before the Commission. 16 I have a couple of questions. With your type 17 of long distance that you make, do you make calls 18 and receive calls both in state and out of state? 19 THE WITNESS: Yes. Make many calls 20 and receive from customers and dealers calls to us 21 on our 800 number. 22 CHAIRMAN SAHR: And those could be 23 calls that are made within the State of South 24 Dakota? 25

THE WITNESS: Both in the state and 1 outside the state, yes. 2 CHAIRMAN SAHR: And looking down the 3 list that's on this Exhibit 6. THE WITNESS: Yeah. 5 CHAIRMAN SAHR: And it's this 6 information you have from S&S, I'm looking at the 7 third page. Are these the phone numbers that 8 were -- and I think this is what you testified to. 9 Are these the phone numbers that were switched? 10 THE WITNESS: Yes. 11 CHAIRMAN SAHR: And did you say some 12 of these are residential numbers as well as work 13 numbers? Or are all these all work numbers? 1.4 THE WITNESS: These are all work 15 numbers. I think the residential numbers are on 16 the next pages. 17 CHAIRMAN SAHR: Okay. So on page 4 18 those two are --19 THE WITNESS: Residential. 20 CHAIRMAN SAHR: Residential. 21 So it looks like looking at both page 3 and page 4 22 and even up to 5 and 6 it looks like you switched a 23 number of phone numbers. 24 THE WITNESS: Yes. 25

CHAIRMAN SAHR: And are these all 1 phone numbers which could be receiving phone calls 2 within the State of South Dakota? 3 THE WITNESS: Yes. 4 CHAIRMAN SAHR: And you could be 5 making phone calls within -- to other customers --6 THE WITNESS: Yes. 7 CHAIRMAN SAHR: -- or people within 8 the State of South Dakota? 9 THE WITNESS: Yes. 10 CHAIRMAN SAHR: Okay. Your primary 11 contact came with Tom Bigelow; is that correct? 12 THE WITNESS: Correct. 13 CHAIRMAN SAHR: Now did Mr. Bigelow 14 mention anything about the order from the Public 15 Utilities Commission that took place in March 16 ordering S&S to not sell prepaid services? 17 THE WITNESS: No. 18 CHAIRMAN SAHR: And did you have 19 contact with anyone else other than Mr. Bigelow? 20 THE WITNESS: I did not have contact 21 with anyone else. I know Kathy, our business 22 manager, talked to Dawn about getting the numbers 23 switched and worked with her switching the numbers, 24 but I had no other contact with anyone. 25

Mr. Bigelow mention running this by anyone else at SaS, or did that not come up? THE WITNESS: As far as taking it back to get it approved or something? CHAIRMAN SAHR: Right. THE WITNESS: That didn't come up. CHAIRMAN SAHR: Let me just see one last thing. So looking on page 2 of that same exhibit, down in the signature blocks THE WITNESS: Yes. CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back for me to sign at my office.	1	CHAIRMAN SAHR: Okay. And did
THE WITNESS: As far as taking it back to get it approved or something? CHAIRMAN SAHR: Right. THE WITNESS: That didn't come up. CHAIRMAN SAHR: Let me just see one last thing. So looking on page 2 of that same exhibit, down in the signature blocks THE WITNESS: Yes. CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	2	Mr. Bigelow mention running this by anyone else at
back to get it approved or something? CHAIRMAN SAHR: Right. THE WITNESS: That didn't come up. CHAIRMAN SAHR: Let me just see one last thing. So looking on page 2 of that same exhibit, down in the signature blocks THE WITNESS: Yes. CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	3	S&S, or did that not come up?
CHAIRMAN SAHR: Right. THE WITNESS: That didn't come up. CHAIRMAN SAHR: Let me just see one last thing. So looking on page 2 of that same exhibit, down in the signature blocks THE WITNESS: Yes. CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	4	THE WITNESS: As far as taking it
THE WITNESS: That didn't come up. CHAIRMAN SAHR: Let me just see one last thing. So looking on page 2 of that same exhibit, down in the signature blocks THE WITNESS: Yes. CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that Salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	5	back to get it approved or something?
CHAIRMAN SAHR: Let me just see one last thing. So looking on page 2 of that same exhibit, down in the signature blocks THE WITNESS: Yes. CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	6	CHAIRMAN SAHR: Right.
plast thing. So looking on page 2 of that same exhibit, down in the signature blocks THE WITNESS: Yes. CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	7	THE WITNESS: That didn't come up.
20 exhibit, down in the signature blocks THE WITNESS: Yes. CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that Salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	8	CHAIRMAN SAHR: Let me just see one
THE WITNESS: Yes. CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that Salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	9	last thing. So looking on page 2 of that same
CHAIRMAN SAHR: Customer signature, is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that Salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign ti in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	10	exhibit, down in the signature blocks
is that you or your business manager? THE WITNESS: That's mine. CHAIRMAN SAHR: After that salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	11	THE WITNESS: Yes.
THE WITNESS: That's mine. CHAIRMAN SAHR: After that salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	12	CHAIRMAN SAHR: Customer signature,
CHAIRMAN SAHR: After that salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	13	is that you or your business manager?
salesperson it looks like it's printed Tom Bigelow. THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	14	THE WITNESS: That's mine.
THE WITNESS: Right. CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	15	CHAIRMAN SAHR: After that
CHAIRMAN SAHR: And then is that Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	16	salesperson it looks like it's printed Tom Bigelow.
Tom's signature? THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	17	THE WITNESS: Right.
THE WITNESS: I would assume it is. CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	18	CHAIRMAN SAHR: And then is that
CHAIRMAN SAHR: Okay. Did he sign it in front of you? THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	19	Tom's signature?
22 it in front of you? 23 THE WITNESS: No, he didn't. He 24 signed it with Kathy Ellis, and she brought it back	20	THE WITNESS: I would assume it is.
THE WITNESS: No, he didn't. He signed it with Kathy Ellis, and she brought it back	21	CHAIRMAN SAHR: Okay. Did he sign
signed it with Kathy Ellis, and she brought it back	22	it in front of you?
	23	THE WITNESS: No, he didn't. He
for me to sign at my office.	24	signed it with Kathy Ellis, and she brought it back
	25	for me to sign at my office.

1	CHAIRMAN SAHR: Okay. Thank you.
2	COMMISSIONER BURG: I have just a
3	couple. How many months of service did you
4	actually receive then?
5	THE WITNESS: Just about one month.
6	COMMISSIONER BURG: Just short of
7	one month. Was the \$11,700 the entire cost to you?
8	THE WITNESS: For the four years,
9	yes.
10	COMMISSIONER BURG: And it was for
11	four years?
12	THE WITNESS: Right.
13	COMMISSIONER BURG: Okay. Did they
14	also tell you there was a method from which you
15	could borrow the money or, in other words
16	THE WITNESS: They had a financing
17	available, but it was at a rate that we made the
18	decision not to go that route.
19	COMMISSIONER BURG: Okay. That's
20	the main reason I was wondering if the 11,700 was
21	the full amount or whether you had some financed at
22	all.
23	THE WITNESS: Full amount. What
23 24	they did is they had our previous year's full

1		business is cycling so we have months with a lot
2		and months with very little. So that's how they
3		determined the number.
4		COMMISSIONER BURG: Okay. That's
5		all I have.
6		MS. AILTS WIEST: Any other
7		questions from the Commissioners? Any redirect,
8		Mr. Smith?
9		MR. SMITH: No.
10		MS. AILTS WIEST: Anything further?
11		MR. SANNES: No, ma'am.
12		MR. SMITH: You're excused.
13		MS. AILTS WIEST: Yes. You may call
14		your next witness.
15		MR. SMITH: Brandon Peterson,
16		please.
17		BRANDON PETERSON,
18		called as a witness, being first duly sworn in the
19		above cause, testified under oath as follows:
20		DIRECT EXAMINATION
21		BY MR. SMITH:
22	Q	Good morning, Brandon.
23	A	Good morning.
24	Q	How are you doing?
25	A	Good.

- 1 Q First of all, would you state your name and spell it
 2 for the reporter, please.
 3 A It's Brandon Peterson, and that's B-R-A-N-D-O-N, and
- 5 Q And where do you live, Brandon?
- 6 A Right now I live in Alcester, South Dakota.

then Peterson is P-E-T-E-R-S-O-N.

- 7 Q Are you employed?
- 8 A Yes, I am.

4

- 9 Q And who are you employed by?
- 10 A I'm employed by Dakota Premium Hay in Meckling,
 11 South Dakota or just in rural Meckling, South Dakota.
- 12 Q And what is your position with Dakota Premium Hay?
- 13 A I'm the general manager.
- 14 Q And how long have you held that position?
- 15 A Since April 7.
- 16 Q Of this year?
- 17 A Correct.

- 18 Q And what does Dakota Premium Hay do?
- A We purchase large square bales of alfalfa and orchard grass in Timothy. We take them, disassemble the bales and mix them to the needs of our customers. We market hay specifically for the equine market.
- 23 O That meaning horses?
- 24 A Correct. Yes. I'm sorry.
 - Q For a city boy here. And is the telephone a key

component of your marketing strategy for your company? 1 2 Yes, it is. A lot of our customers are very, very few 3 local customers. It's all from Minnesota to Florida, our customers are, so it's very expensive, of course, 4 5 to travel down there. Uh-huh. And saving money then on telephone is 6 Q 7 something that's important for your business? 8 Α That's correct. 9 And reliable, good service? 0 10 Α Correct. Did there come a time when you became aware of a 11 0 company known as S&S Communications? 12 13 Α Yes. 14 When did that happen? 0 15 Α It would have been somewhere between April 15 and 16. And that's of 2003? 16 0 17 2003, correct. Α Do you recall how that occurred, how you came to know 18 Q 19 about that? I was visiting with the president of our board of 20 Α directors and just mentioning where our phone bills 21 were going to go since I was working the phones, and he 22 told me about S&S Communications because he had it 23

Uh-huh. And so did you make a call then to someone

himself at his business.

24

25

Q

from S&S? 1 Initially he contacted Paul Miller, a sales rep from 2 Α S&S Communications. And then later on in the week I 3 4 contacted them myself to set up a face-to-face meeting. And did that face-to-face meeting occur? Who was it 5 O 6 that you talked to again? His name was Paul Miller? 7 Α Paul Miller. I believe he's the Iowa or southeastern 8 South Dakota and Iowa sales manager. Okay. And then did that conversation, that telephone 9 10 conversation, ultimately lead to a face-to-face meeting 11 between you and --12 Α Yes, it did. 13 Do you recall when that face-to-face meeting occurred? It would have been on April 29 of 2003. 14 Α 15 On April 29, 2003? 0 Yes. Yeah. 16 Α And can you just briefly tell the Commission --17 18 describe what the conversation was between you and 19 Mr. Miller? 20 Paul came to our office there in rural Meckling and he, Α 21 of course, told us about the service. Seeing I had no knowledge of it -- I had very little knowledge of it. 22 He told us how they operated, how they in turn got 23 their time. 24

25

And he proceeded to sell us or tell us about

the strength of the company, the history. I was able to see that just from my sales training how they tell us to sell us on the strength of the company. He proceeded to tell us about how the company started, the type of business they're in, told us a little bit about -- you know, didn't give any details but told us about the type of customers they had.

And I asked him several questions, and at that point he took his contract out and changed -- he crossed off the five years and changed it to a six-year plan. I don't know if that's standard or not. But he kind of threw in a little perk to kind of help you get interested.

- Q And you're a salesman so you know how that kind of stuff works?
- A Yeah. I could understand what he was doing there.
- Q But he did state -- you say he did emphasize the strength of the company?
- A Yes. Yes.

- Q And by strength did that include financial health and strength?
- A He didn't mention anything about that. He just talked of history and type of customers they had, type of business they had.
- Q Mr. Frazier, Brandon, has handed you a couple of

documents that I've labeled Exhibits 7 and 7A. 1 let's start with Exhibit No. 7. Do you recognize that 2 3 document which -- oh, pardon me. 4 MR. SANNES: If I may interrupt, for the record, after reviewing these and hearing him 5 speak, I will not be objecting to these. 6 7 MR. SMITH: Okay. So I'm just going to ask him some questions about them, but I'm going 8 to offer them, there being no objection. 9 MS. AILTS WIEST: No objection to 10 Exhibit 7 and 7A so they are admitted. 11 12 The first page, is that not a business card that 0 Mr. Miller gave you? 13 That is correct. 14 Α And it identifies him as the sales manager of Iowa? 15 0 16 Α Right. Is Meckling in Iowa? 17 It's just across the border. 18 Α Okay. Turning to page 2 of the agreement, on the 19 left-hand column about a third of the way down there's 20 a box checked with the number 6 next to it. Do you 21 know what that was intended to mean? 22 Yes. He crossed out the five-year contract. That is 23 Α five that's scribbled out. And he wrote in six for a 24 six-year unlimited long distance contract. 25

- 1 Q And then to the right of that number 6 penciled in is 2 another number with a dollar sign in front of it. What 3 is that number?
 - A That is the amount that we paid to S&S Communications for this service.
 - Q So the total amount for six years worth of service was to be \$3,360?
 - A That is correct.
 - Q And I note at the bottom there's a box checked with 800 number so was the service to include inbound 800 as well as outbound calling?
- 12 A Yes, it was.

5

6

7

8

9

10

11

- 13 Q And at the bottom on the right-hand side is a box that
 14 says customer signature and a date next to it. And is
 15 that your signature?
- 16 A Yes, it is.
- 17 Q And what date is entered in that box?
- 18 A It's April 9 of 2003.
- 19 Q And below that is a box that's labeled salesperson.
- 20 And I absolutely can't read what that says. But was that Mr. Paul Miller who signed that?
- 22 A That's correct.
- 23 Q And he signed it in your presence on April 29?
- 24 A Yes, he did. Yeah.
 - Q Okay. And then let's turn to Exhibit 7A, which is a

1 two-page document. Can you describe for the Commission what 7A is? 2 7A, the first page here is the back of the check that 3 Α was cashed on May 5 of 2003. And then the second page 4 down at the very bottom in the middle column is the 5 copy of the front that we received from our bank of the 6 7 check that was cashed. Okay. It's at the very bottom in the middle? 8 0 9 Yes, it is. Α I'm sorry. Without my glasses I can't read that. 10 It's the very last one. 11 Α So Premium Hay did, in fact, then make full payment for 12 six years worth of telephone service? 13 That is correct. 14 Α At the time you met with Mr. Miller did he mention 15 anything about the fact that the South Dakota Public 16 Utilities Commission had issued an order on March 20, 17 2003 prohibiting S&S Communications from offering 18 prepaid services --19 No, he did not. 20 Α -- in South Dakota? 21 22 No. Α And did he mention anything about the fact that S&S 23 Q Communications was experiencing financial problems that 24

might make it difficult for them to fully perform its

	six years worth of service?
A	No, he did not.
Q	Was your telephone service after this after you
	signed the contract and paid your money was your phone
	service at Dakota Premium Hay then switched over to
	S&S Communications?
A	It was supposed to be, but, no, it never was switched
	over.
Q	It never was?
A	Never was.
Q	So you paid the \$3,360 and got nothing for that.
A	Correct.
Q	Okay.
	MR. SMITH: I don't think I have any
	other questions.
	MS. AILTS WIEST: Any cross?
	MR. SANNES: No questions for this
	witness.
	MS. AILTS WIEST: Commissioners, any
	questions?
	CHAIRMAN SAHR: Thank you.
	Mr. Peterson, first of all, thank you for coming to
	town. We appreciate it and realize it's a little
	bit of a long trip. So we thank you for that and
	your willingness to talk to the Commission today.
	Q A Q A

I'm curious and this may seem like an obvious 1 question and I need to ask it anyway. With the 2 type of phone calls that you make and your 3 customers make to you I assume you get calls from 4 your South Dakota customers and you make calls to 5 people in South Dakota as well? 6 7 THE WITNESS: Some, yes. CHAIRMAN SAHR: And then you're also 8 going to be talking to people in other states as 9 well? 10 THE WITNESS: A lot of it is other 11 states. 12 CHAIRMAN SAHR: Okay. But you do 13 make calls to South Dakota residents and receive 14 calls from South Dakota residents? 15 THE WITNESS: Correct. 16 CHAIRMAN SAHR: And then I was just 17 curious, do you know how many phone numbers that 18 you actually -- and it may be on here. I'm just 19 trying to understand how to read the contracts. 20 How many phone lines do you have that you were 21 planning to switch over to S&S? Or how many did 22 they agree to switch over? Do you know that off 23 the top of your head, or can you figure that out 24 from the contract? 25

1	THE WITNESS: I can't see where it
2	says on the contract either. We had talked with
3	them on all four of our phone lines.
4	CHAIRMAN SAHR: Okay. Does that
5	include a fax line?
6	THE WITNESS: That includes a fax
7	line and an Internet line that could be used if the
8	other two lines were tied up.
9	CHAIRMAN SAHR: Okay. So it's a
10	regular line, 800, fax, and then your backup for
11	the Internet?
12	THE WITNESS: Basically two regular
13	lines. One of them would have the 800 number so
14	the majority of your incoming calls are there, but
15	two outgoing, two main outgoing lines, an
16	Internet/ or a fax and then an Internet/backup
17	type line.
18	CHAIRMAN SAHR: Okay. And did you
19	talk to anyone from S&S other than Mr. Miller?
20	THE WITNESS: No, I did not.
21	CHAIRMAN SAHR: Okay. That's all I
22	have for right now.
23	MS. AILTS WIEST: Anymore questions
24	from the Commissioners?
25	COMMISSIONER BURG: Just a couple.

1	I would presume do you purchase most of your hay
2	in South Dakota or a lot of it?
3	THE WITNESS: A lot of it.
4	COMMISSIONER BURG: So your
5	purchasing of hay would be in the state, the sale
6	of most of it goes out?
7	THE WITNESS: Correct.
8	COMMISSIONER BURG: Probably got one
9	that doesn't pertain, but how's the hay price?
10	THE WITNESS: It's down a little
11	this year.
12	COMMISSIONER BURG: Maybe this is
13	one for the attorneys. I didn't get the
14	significance
15	MR. SMITH: That's the check. It's
16	on the bottom. He testified it's the bottom
17	check. The print is so small.
18	COMMISSIONER BURG: I was trying to
19	make sense of all of the checks.
20	MR. SMITH: The rest of them are
21	irrelevant.
22	COMMISSIONER BURG: The rest of them
23	are other parts of the business? They're just
24	supposed to indicate the one that's on here?
25	MR. SMITH: Yes.

MS. AILTS WIEST: Any other 1 2 questions for Commissioners? VICE CHAIR HANSON: Thank you, Madam 3 Chairman. Mr. Peterson, thank you very much for 4 coming here today. We appreciate your testimony. CHAIRMAN SAHR: Vice Chairman 6 Hanson, could you put on your mike, please, so it's 7 easier for everyone to hear. 8 VICE CHAIR HANSON: Thank you, 9 Mr. Chairman. I'm curious why you decided to 10 switch your service. 11 THE WITNESS: Well, it would be 12 obviously to cut down our cost. I think it figures 13 out to \$46 and 60 or 66 cents a month for six 14 15 vears. Our bills were going to be in excess of \$120 a 16 month with our current long distance provider. So 1.7 it was, you know, a pretty easy choice there. And 18 then it was also shown it would be an asset on our 19 balance sheet. 20 VICE CHAIR HANSON: Were your total 21 costs -- you testified 3,360 that you paid. Were 22 there any other costs associated with this? 23 THE WITNESS: No. That was to be 24 the full amount paid up front. 25

VICE CHAIR HANSON: And you didn't incur any other costs other than the 3,360?

THE WITNESS: No, not to them.

VICE CHAIR HANSON: No doubt you seem like a prudent person, and prudent people make -- can still make errors when they're making business decisions.

What type of questions did you ask of the representative from S&S?

about -- you know, obviously he told us through that, and we asked him about how long they had been in business.

You know, we asked several questions

pertaining to our business to make sure that all

aspects of what we do would be covered. We asked

about -- he wanted to keep us around a certain

number of minutes per month, and we asked him,

well, what happens if we double or triple the

volume in and out of our company. And he answered

those questions.

VICE CHAIR HANSON: It sounds like in your second statement you stated you asked them questions about how long -- first of all, how long they had been in business and likely how much

longer -- I don't want to put words in your mouth, 1 but I believe you stated something along the line 2 that you wanted to make certain they were going to 3 remain in business, something to that effect. 4 THE WITNESS: Yeah. Just the 5 confidence that they were going to be able to live 6 up to obviously what they were selling us, just to 7 8 9 10 service us. 11 12 13 14 15 16 17 18 19 20 21 22 23 Thank you, Mr. Chairman. 24 you. 25

make -- we didn't specifically get to what we, you know, wish we would have now at this point, but we wanted to make sure they were going to be there to VICE CHAIR HANSON: Again, I'm not trying to influence your answer, but the Commission had taken some action with S&S prior to them selling this service to you. I assume you're aware of that. At this juncture you're aware of it. THE WITNESS: Yes. VICE CHAIR HANSON: Do you recall asking any questions of Mr. Miller which would have not only opened the door for him to answer that question but implied that you needed that answer? THE WITNESS: I'd say no. VICE CHAIR HANSON: Okay. Thank COMMISSIONER BURG: I do have a PRECISION REPORTING, LTD. 105 S. Euclid Ave., Suite E, Pierre, SD 57501 (605) 945-0573

1	question. Mr. Peterson, both you and Mr. Davis
2	indicated that you first became aware of this
3	company through another business contact.
4	What kind of a conversation did you have? Did
5	they give you how long they had taken service from
6	S&S?
7	THE WITNESS: I don't remember
8	exactly how long, but I believe he had told me he
9	had it for three years. But, yes, he had told us
10	how long he had had service and at that point was
11	happy.
12	COMMISSIONER BURG: And they had no
13	service problems through that period of time?
14	THE WITNESS: Yeah. As of when we
15	signed up they hadn't.
16	COMMISSIONER BURG: I don't remember
17	if we asked who was the contact or what type of
18	other business.
19	THE WITNESS: It was Havrol's
20	Feedlot (phonetic). It would have been a feedlot.
21	COMMISSIONER BURG: In the Meckling
22	area?
23	THE WITNESS: Yes. By Hudson,
24	South Dakota.
25	COMMISSIONER BURG: Thank you.

1	CHAIRMAN SAHR: I have one more
2	question, Mr. Peterson. With the plan that you
3	signed up for, was that considered to be one plan,
4	do you know, or did you buy multiple plans?
5	THE WITNESS: That was considered to
6	be one plan for all our numbers.
7	CHAIRMAN SAHR: Thank you.
8	MS. AILTS WIEST: Any further
9	questions from the Commissioners? Any redirect,
10	Mr. Smith?
11	MR. SMITH: No.
12	MS. AILTS WIEST: Anything further,
13	Mr. Sannes?
14	MR. SANNES: No, ma'am.
15	MS. AILTS WIEST: Thank you. You're
16	excused. You may call your next witness.
17	MR. FRAZIER: In between witnesses
18	I'd like to renew my objection to the exclusion of
19	Mr. Senger with some support here. SDCL 19:14:29
20	states, "At the request of a party, witnesses
21	testifying at a trial here in depositions shall be
22	excluded so they cannot hear the testimony," and it
23	states that this section does not authorize the
24	exclusion, and Subsection 2 says, "an officer or an
25	employee of the party," that being the Public

Utilities Commission, "designated as a representative by its attorney." I would so like to represent Keith to be so.

Under Subsection 3 it states, "A person's whose presence is shown by the party to be essential to the presentation of his cause." And I would note Mr. Senger was the one originally appointed to tend to this Certificate of Authority and was originally appointed on TCOO-114.

He knows more about this case than anybody in this room, would be my guess. And I would here argue that he is essential to the presentation of this cause. In State v. Traversie the South Dakota court ruled that the exclusion of a witness was not justified where that witness was needed to advise counsel in the management of the case.

And I would again claim Mr. Senger is needed to advise counsel on the management of this case and renew my objection and request that he be permitted to attend this hearing. And I could provide the statute if anybody would like to review it.

MS. AILTS WIEST: Yeah. I would like to review it. Did you have anything,
Mr. Sannes?

MR. SANNES: We're going to oppose his objection. Classic example, a murder case the lead investigator may know much more than the state's attorney does at the preliminary hearing or any other thing down the line. Clearly he is excluded under the sequestration statute.

In regards to the case law mentioned by counsel, I have not had an opportunity to review that, but we do believe that it is extremely appropriate that he is sequestered as a material witness in this case.

They've had no problem presenting their case at this point in time. It appears to counsel here that witnesses have gone very well. It's my understanding that the witnesses are going to be the consumers and then Mr. Senger himself. At what point in time does he need to come in to advise counsel on the questioning of these consumers?

CHAIRMAN SAHR: How many witnesses do you have left?

MR. SMITH: Just a couple, three, very quick.

CHAIRMAN SAHR: I'm not asking that for any other reason than just out of curiosity to see how long we are since Mr. Senger's been out

1 already.

MR. SMITH: We're pretty far along and we're dealing -- you know, I guess we wanted to let the Commissioners hear from a few witnesses who, you know, were consumers. You know, if the Commission's at the point where you think it's repetitive --

CHAIRMAN SAHR: No. And actually I would argue just the opposite. I think it's important for us to hear from the consumers. I wasn't asking that.

I was asking if we only had one witness left, then having Mr. Senger gone for one more witness --

MR. SMITH: We have two companies consisting of three witnesses.

CHAIRMAN SAHR: And by all means as many witnesses as you need to call, that's how many you should call. I was only asking to try to figure out how much longer he's going to be out of the earshot so we can figure out what sort of harm may or may not happen.

Why don't we go off the record for just a minute or two. I want to be able to give the Commissioners a chance to talk to counsel on this if we have any questions.

1	(Discussion off the record)
2	CHAIRMAN SAHR: John, how many more
3	witnesses are from out of town?
4	MR. SMITH: These here Mr. Moody
5	is from town.
6	CHAIRMAN SAHR: Right.
7	MR. SMITH: There's two. That's it.
8	And they're both from the one company.
9	CHAIRMAN SAHR: Are we dealing with
10	any travel schedules?
11	MR. SMITH: I don't think so. But
12	it's really just one, Pharmco, this morning. We
13	may have some additional witnesses this afternoon.
14	CHAIRMAN SAHR: Because we probably
15	have time to get in one more witness before lunch
16	and
17	COMMISSIONER BURG: Somebody from
18	out of town.
19	CHAIRMAN SAHR: That's what I'm
20	getting at, somebody that needs to get on the road.
21	Why don't we go ahead.
22	COMMISSIONER BURG: Then they have
23	their choice at noon whether to come back.
24	CHAIRMAN SAHR: We are back on the
25	record.

7 8

MS. AILTS WIEST: At this point -- did you have anything further, Mr. Sannes?

MR. SANNES: Yes, ma'am. I've had a chance to review the statute, and I disagree with the State's description of this case.

What it states here is since the defendant's expert was not needed to advise counsel in the management of the case, the trial court did not abuse its discretion of sequestering the defendant's expert witness. Also in State v.
Traversie they're talking about these two experts had actually met and discussed their conclusions prior to the trial. Completely different situation here.

My understanding from the PUC's staff is that
Mr. Senger is their chief witness, their chief
investigator, their chief for lack of a better term
person that has had the most knowledge of this
case. Clearly he's an interested witness. He's
not a specific expert called to one specific area.
We have not had the chance to consult back and
forth with him with our expert or anything along
those lines.

The statute they're using and the manner that they're using it is not appropriate to this case.

He should be excluded, and we would object to any 1 inclusion of him during these proceedings. 2 MS. AILTS WIEST: At this point I 3 will deny staff's continuing motion to allow 4 Mr. Senger in. So you may call your next witness. 5 MR. SMITH: Actually we're going to 6 call Cynthia -- I think it's pronounced Hoeksema. 7 MR. SMITH: Mr. Chairman, having 8 just conferenced with the witness -- there are two 9 witnesses from Pharmco. Because we're moving along 10 here timewise, I am just going to call the one, and 11 I'm going to, unless there's an objection, excuse 12 Ms. Hoeksema and call Chris Nelson who is the 13 actual signatory on the contract. 14 MR. SANNES: No objection, ma'am. 15 MS. AILTS WIEST: Go ahead. 16 MS. HOEKSEMA: Can I stay? 17 MR. SMITH: I think you better not 18 just in case I would have to call you for some 19 reason to -- if there's a hole in something. 20 CHRIS ALAN NELSON, 21 called as a witness, being first duly sworn in the 22 above cause, testified under oath as follows: 23 24 DIRECT EXAMINATION 25

1		BY MR. SMITH:
2	Q	Good morning, Chris.
3	A	Good morning.
4	Q	Would you please state your name and spell it for the
5		court reporter.
6	A	Chris Alan Nelson, C-H-R-I-S, A-L-A-N, N-E-L-S-O-N.
7	Q	And where do you reside, Mr. Nelson?
8	A	Platte, South Dakota.
9	Q	And are you employed?
10	A	Yes.
11	Q	And who are you employed by?
12	A	Pharmco Industries.
13	Q	And where is Pharmco Industries located?
14	A	Platte, South Dakota.
15	Q	What position do you hold with Pharmco Industries?
16	A	I'm the manager.
17	Q	And how long have you been the manager?
18	A	Six years.
19	Q	Can you explain briefly for the Commission what Pharmco
20		Industries is and what its business does?
21	A	We are an animal health, feed, seed outlet, retail
22		business. We sell animal health, do ration work for
23		feed consulting.
24	Q	Is your clientele located in South Dakota?
25	A	Yes.

1 Predominantly in South Dakota? 0 2 Α Yes. And are you familiar with a company known as 3 S&S Communications? 4 Α Yes. When did you first become aware of S&S Communications? 6 0 7 I had heard of them probably November. January is when Α I become acquainted with them. 8 January of 2003? 9 Q 10 Α Yes. 11 How did that happen? How did you become aware of them? Q I misstated that. It was probably the end of December. 12 Α Okay. End of December 2002? 13 0 14 Α Yeah. 15 0 And you heard about them through word of mouth or --16 Α Word of mouth. 17 Word of mouth. And so did you contact S&S 0 18 Communications? 19 They contacted our secretary. Α 20 They contacted your secretary? And what is your Q 21 secretary's name? 22 Cynthia Hoeksema. Α 23 And Cynthia Hoeksema was the woman that was just in the 0 24 courtroom?

25

Α

Yeah.

1 0 What happened next then in your dealings with -- I'm 2 assuming that contact was by phone. Is that right? 3 Did he call Cynthia? I couldn't tell you that. 4 Α 5 Okay. At any rate, did there come a time where an Q individual, a representative of S&S Communications, 6 7 came out to talk to you? Α Yes. 8 And what was that individual's name? 9 10 Α Tom Bigelow. Did Mr. Bigelow tell you what his title was? 11 Q 12 Α No. 13 Okay. When did Mr. Bigelow -- do you recall roughly at 14 least when Mr. Bigelow came out to talk to you? 15 Α It would have been I would say the 22nd of December. 16 2002? 0 17 Yeah. Α 18 2002. Prior to that time had Mr. Bigelow met with 0 19 Ms. Hoeksema? 20 Yes. Α 21 And based on the meeting between Ms. Hoeksema and 22 Mr. Bigelow did Ms. Hoeksema make any kind of 23 recommendation to you about S&S Communications? 24 Ά No.

She did not. So, in other words, you wanted to meet

25

Q

with Mr. Bigelow yourself and make up your own mind? 1 2 Α Yes. During the meeting with Mr. Bigelow then can you 3 describe that for the Commission, what occurred there 4 and what happened as a result of that? 5 He presented a prepaid phone plan. We looked it over. 6 Α 7 He was pushing for a program that we got -- I don't know how many years or how many minutes -- if we did it 8 by the end of the year. He was pushing it at that 9 time. We passed, told him we couldn't make a decision 10 until after the year was complete, and then he come 11 back in January. 12 So, in fact, nothing occurred in 2002, and it went over 13 14 into January --15 Yes. Α -- before you did anything? I don't know if I asked 16 you this before, but is the telephone a significant 17 part of your business, telephone sales? 18 Telephone is a big part of our business if it's with 19 Α our retailers, our distributors, or if it's due to 20 sales with customers. 21 I'm going to call your attention to a document that's 22 0 laying in front of you, I think, which has been marked 23 as Exhibit 10, consisting of six pages. And first I'm 24 going to ask you if you recognize the first two pages 25

1		of that document.
2	A	Yes.
3	Q	And would you explain to the Commission what the
4		document is.
5	A	We are taken away from I Vantage and making
6		S&S Communications our long distance carrier.
7	Q	Is it basically, in fact is this the agreement, the
8		contract, you signed with S&S after you decided to go
9		with them?
10	A	Yes.
11	Q	Was the reason that you decided to sign the contract
12		that S&S had promised you that you or you had
13		determined that you'd save money?
14	·A	Cost savings, yes.
15	Q	Cost savings. Following the first two pages are three
16		pages with a bunch of numbers on there. Do you happen
17		to know who wrote those numbers?
18	A	Tom Bigelow wrote them numbers.
19	Q	Tom Bigelow wrote those numbers. And were those
20		Tom Bigelow's calculations concerning the cost savings
21		that you would receive
22	A	Yes.
23	Q	from going with S&S Communications? And not
24		understanding these numbers, I guess, is there a
25		particular number here that tells me I see a number

77 that says \$23,465.28 in savings. 1 To cut to the chase, was that the conclusion 2 that Mr. Bigelow represented to you? 3 Over that time period, yes. 4 Α Okay. Do you recall what the time period was? 5 Q 48 months. 6 Α 7 Four years, in other words? 0 Α Yeah. 8 So you were to receive all of your phone service for 9 0 48 months by paying the contract amount? 10 Yes. 11 Α Okay. And looking at the back, back page, number 6, is 12 this also a document that was provided you by 13 Mr. Bigelow at that meeting? 14 I don't know. I couldn't answer that. 15 Α You don't know. Okay. 16 0 I don't recall. 17 Α Pardon me? 18 Yes. I do recall. 19 Α You do recall that? 20 0 Α Yes. 21 I mean, what it seems to be is just a thing that says 22

if you refer other people --

Do you recall the document?

23

24

25

Α

0

Yes.

1	A	Yes.
2	Q	Okay. Thank you. And it was part of the just general
3		sales and contract documents that you got?
4	A	Yes.
5	Q	And the only reason I put it in here is because it was
6		part of what you gave me?
7	A	Yes.
8	Q	So I figured I better be inclusive. Turning to page 1
9		of Exhibit 10
10		MR. SANNES: Is this exhibit going
11		to be offered?
12		MR. SMITH: Yes.
13		MR. SANNES: If we're done with the
14		foundation, I don't have any objection to pages 1
15	į	and 2, but I will object to pages 3, 4, and also 5.
16		MS. AILTS WIEST: On what basis?
17		MR. SANNES: On the basis that we
18		have no authentication other than this witness's
19		testimony that this was written by another
20		individual. This contract pages 1 and 2 does not
21		include references to these pages. There's no
22		other collateral evidence to prove that this is
23		anything other than numbers written by somebody.
24		MS. AILTS WIEST: Do you have a
25		response, Mr. Smith?

1		MR. SMITH: May I ask the witness
2		some questions?
3		MS. AILTS WIEST: Go ahead.
4	Q	Mr. Nelson, did you see Mr. Bigelow write those numbers
5		with your own eyes?
6	A	Yes.
7	Q	He wrote them in front of you?
8	A	Yes.
9	Q	And at that point in time were the sheets that
10		contained those numbers given to you for you to retain
11		in your files?
12	A	Yes.
13	Q	And were those sheets of paper, in fact, placed in the
14		files of Pharmco and remain there until you copied them
15		to provide to the Commission?
16	A	Yes.
17	Q	And they were kept there in the ordinary course, they
18		were not kept there for the purpose of ginning up of an
19		exhibit for this hearing?
20	A	Yes.
21		MR. SMITH: Is the objection
22		withdrawn?
23		MR. SANNES: I'll let that objection
24		stand, please.
25		MS. AILTS WIEST: The objection is

overruled. Proceed.

MR. SMITH: I haven't offered the document yet anyway, but I'm going to.

MS. AILTS WIEST: That's all right.

Taking a look at page 1 of Exhibit 10 -- and I'll make this short because I think the Commissioners want to talk about this -- but basically can you explain to me -- this looks like the order form, and if I'm reading that, it's one four-year unlimited commercial and one four-year unlimited -- what does that say, show special?

Does that say residential or what is that next one? Was there any residential service to be provided with this?

A No.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

19

20

- Q No residential? Okay. Let me ask you this. Do you know what you ordered at the top of the page?
- 18 A We ordered four years unlimited.
 - Q Is that all? You ordered four years unlimited phone service for all of your phone services --
- 21 A In state.
- Q In state involving Pharmco, all of Pharmco's phone services?
- 24 A Yep. And an added 800 number here.
 - O I see that down at the bottom.

- A Two of them.
- 2 Q And down at the bottom right-hand corner of that form
 3 in a box that says 8,712.14 after the word total would
 4 that be the total price you were to pay for four years
- 6 A Yes.

5

7

8

9

10

11

12

13

14

15

16

- Q Okay. And at the bottom is the signature that looks like yours. Is that your signature?
 - A That's my signature.

of phone service?

Q Turning to page 2, we have on the left-hand side one four-year show special and below it says commercial one four-year show special and below that calling cards and over on the right-hand side 800 number service.

And basically those were all to be four-year services that your company ordered?

- A Yes.
- 20 And looking below that 800 number down at the bottom
 right-hand corner it says customer signature and after
 that it says -- there's a signature. Would that be
 your signature?
- 21 A Yes.
- Q And following that is the word "date" and what date is entered?
- 24 A 1-6-03.
- 25 0 1-6-03. Was the contract, in fact, signed on 1-6-03?

1	A	Yes.
2		MR. SMITH: Ms. Wiest, I'm going to
3		offer Exhibit 10.
4		MS. AILTS WIEST: Objection? Same
5		objection?
6		MR. SANNES: Continuing objection,
7		ma'am.
8		MS. AILTS WIEST: Objection is
9		overruled. Exhibit 10 has been offered and
10		received.
11	Q	Now turning to Exhibit 10A, can you tell us what this
12		is?
13	A	This is our check.
14	Q	The check being and it's written out. I can't read
15		that on mine.
16	A	S&S Communications.
17	Q	Okay. So it's a check to S&S Communications in the
18		amount of
19	A	\$8,219.
20	Q	Okay. It appears as though your check is minus the
21		sales tax.
22	A	Yes.
23	Q	Okay. Was that done intentionally, or is that just
24		what happened?
25	A	He was paying the sales tax, if I remember correctly.
	1	

1	Q	He agreed to pay the sales tax?
2	A	Yeah.
3	Q	And to give you that as a discount?
4	A	Yeah.
5	Q	Okay.
6		MR. SMITH: Is there an objection to
7		10A?
8		MS. AILTS WIEST: Is there an
9		objection to 10A, Mr. Sannes?
10	:	MR. SMITH: I'm going to offer 10A.
11		I'll put it that way.
12		MR. SANNES: No objection to the
13	:	actual exhibit itself.
14		MS. AILTS WIEST: Okay. Exhibit 10A
15		has been offered and admitted.
16	Q	And 10A demonstrates that you did, in fact, pay S&S
17		Communications \$8,219 and that that check was cashed?
18	A	Yes.
19	Q	After you signed the contract and paid the purchase
20		price, then was the phone services were the phone
21		services of Pharmco Industries, in fact, switched over
22		to S&S Communications?
23	A	Yes.
24	Q	They were. And do you recall about when that happened?
25	A	It happened about a month later, a little over a month.

1 Q A little over a month after you signed the contract? 2 Α It was in February. So it would be around February 6. And do you still 3 have phone services with S&S Communications today? 4 5 Α No. Okay. And why don't you? 6 Q 7 Α We didn't have any service one morning we come to work, just didn't have any long distance carrier. 8 It just disappeared overnight? 9 Q 10 Α Yes. 11 And did that cause your company problems in terms of Q 12 being able to do business? 13 Α For a couple of days, yeah. 14 For two whole days? 15 Yes. Α And so let me ask you this. In your opinion did you 16 Q lose sales or lose business potentially as a result of 17 18 your loss of phone service? You can definitely lose sales, yeah. 19 Α And so what did you do because of that situation you 20 0 21 were in? We got hooked up with our local long distance carrier 22 Α 23 as soon as we could. And that took a couple of days? 24 0 Yeah. 25 Α

1	Q	So basically you lost a couple of days of sales
2		activity?
3	A	Yes.
4	Q	So, in summary, basically the situation is that you
5		paid around almost well, \$8,200 for phone service
6		for four years and you're not getting that.
7	A	Yes.
8	Q	And did S&S at any time after your phone service was
9		cut off indicate to you that you would get your money
10		paid back?
11	A	No.
12	Q	Has it been paid back?
13	A	No.
14	Q	So they're still holding your funds
15	A	Yes.
16	Q	for prepaid services?
17	A	Yes.
18	Q	And now the situation is in addition to having paid
19		them you've got to pay another phone carrier for the
20		same services you were supposed to be getting from S&S?
21	A	Yes.
22		MR. SMITH: Okay. Thank you,
23		Mr. Nelson. I have nothing further.
24		MS. AILTS WIEST: Any cross,
25		Mr. Sannes?
	1	

MR. SANNES: Thank you, ma'am. 1 2 CROSS-EXAMINATION BY MR. SANNES: 3 4 Q Good morning, sir. 5 Morning. Α Approximately how much were you spending on your long 6 Q distance per month before you went to S&S? 7 Approximately \$700. 8 Α What did you believe you would be paying per month 9 Q 10 after going with S&S? What did I believe? Whatever it was, \$200, somewhere 11 Α 12 in there. Now it's my understanding that you started receiving 13 Q service from S&S around the February time frame, 14 15 beginning of February; correct? 16 Α Yes. Were you satisfied with the service during February? 17 Yes. After we got it. 18 Α During the month of March? 19 20 Yes. Ά During the month of April? 21 0 22 Yes. Α Now what day did you exactly wake up and come into the 23 Q office and not have communications, long distance? 24 I couldn't tell you right on the date. 25 Α

1 Now by your testimony then we can estimate that you Q probably saved -- just within these three to four 2 3 months you may have saved between 2 -- \$2,000; correct? 4 Α Yes. Now you mentioned that you can lose sales in a couple 5 0 6 of days? 7 Α Yes. 8 Do you have any proof of sales you did lose? 9 No. Α 10 Your business, I'm sure, is resourceful. Did you find Q 11 other ways to contact individuals when your long 12 distance service went down? 13 The individuals that we needed to contact we either Α used a cell phone at that time -- but the contact --14 15 we're a retail sales business. The incoming calls is 16 where we make a lot of sales. We weren't getting any 17 incoming calls on our 800 number. 18 You mentioned that you heard about this in the late Q 19 2002 time period, correct, S&S? 20 Α Yes. 21 Who did you hear that from? 0 22 Α Cynthia Hoeksema. 23 0 Did you have conversations with other people with S&S 24 besides Cynthia?

25

Α

Yes.

1	Q	Who did you have other conversations with?
2	A	Local Den Besten, Dan Noteboom, Corsica Implement.
3	Q	How did you receive these individuals' names?
4	A	Through Tom Bigelow.
5	Q	And did you talk with them about the service they were
6		receiving from S&S?
7	A	Yes.
8	Q	Did they have any complaints about the service they
9		were receiving from S&S?
10	A	Not at that time.
11	Q	So you looked at it as a wise business decision to
12	i	switch to S&S correct?
13	A	We believed it was, yes.
14	Q	And if you were still receiving the service from S&S,
15		it would be a very wise decision; correct?
16	A	Yes.
17	Q	Saving you approximately \$500 per month; correct?
18	A	Yes.
19	Q	And who was providing your service before you switched?
20	A	I Vantage.
21	Q	I Vantage?
22	A	Yes.

Are they your local provider?

Long distance.

No.

Α

23

24

25

MR. SANNES:

Thanks for your time.

1 No further questions. 2 MS. AILTS WIEST: Commissioners. CHAIRMAN SAHR: Mr. Nelson, thank 3 4 you very much for coming to Pierre. We really appreciate it. We know it took some time out of 5 6 your schedule and took you away from work so thank 7 you very much for coming to town. I just have a couple of questions. One, do 8 9 you remember how many lines you signed up with S&S, 10 how many phone lines? THE WITNESS: It must have been 11 12 five, five phone lines. 13 CHAIRMAN SAHR: And do you receive calls from people within the State of South Dakota 14 15 and also make calls to people within the State of 16 South Dakota on those lines? 17 THE WITNESS: Yes. CHAIRMAN SAHR: Thank you. 18 I'm 19 going to ask a question you probably don't know the 20 answer to. I'll lead into it with that. Can you 21 look at Exhibit 10A. And I'll help you out. It's 22 the cancelled check. It's your check and the 23 cancelled check. 24 The question you probably won't know the 25 answer to unless you were there when it happened

1 but on the endorsement part you weren't there when 2 whomever endorsed this did that, were you? 3 THE WITNESS: No. 4 CHAIRMAN SAHR: Okay. And I might just make an observation to the other witnesses and 5 to whomever else might be of interest it's 6 7 important in these sort of situations that we have accurate documentation. 8 And I appreciate the fact that you saved this 9 10 check, and I would just urge anyone else out there 11 that may have interest in S&S or any other company 12 to hang onto documentation because it may be of 13 interest who was signing checks and so on and so forth. 14 So I appreciate you doing that and would 15 encourage you to hang on to the originals if you 16 17 still have them. But I figured you probably weren't there when they signed it. But I thought I 18 19 would ask just in case. 20 You mentioned this before. Do you recall approximately what date was it when you lost your 21 phone service? Or maybe you didn't mention. I'm 22 23 trying to remember. I didn't give a 24 THE WITNESS: No.

date.

1	CHAIRMAN SAHR: Was it in June or
2	May? Do you remember?
3	THE WITNESS: It would have had to
4	have been in May, the end of May.
5	CHAIRMAN SAHR: Thank you.
6	MS. AILTS WIEST: Any other
7	questions from the Commissioners?
8	COMMISSIONER BURG: Just one. It
9	indicates it looks like on that page it says
10	something about show special a couple of times. Do
11	you know what that means?
12	THE WITNESS: My only guess is it's
13	with the sales tax, if I remember right, giving up
14	the him paying
15	COMMISSIONER BURG: It wasn't in
16	connection with some kind of a show that was going
17	on there or anything like that?
18	THE WITNESS: No.
19	CHAIRMAN SAHR: We're trying to
20	figure out if it's show or snow.
21	COMMISSIONER BURG: That's all I
22	have.
23	MS. AILTS WIEST: Any other
24	questions from Commissioners?
25	VICE CHAIR HANSON: Thank you, Madam

1	Chairman. Mr. Nelson, I'm Gary Hanson. You
2	testified under cross-examination that you feel you
3	received approximately \$2,000 in savings. Is that
4	accurate?
5	THE WITNESS: Probably a little less
6	than 2,000. It's hard to estimate.
7	VICE CHAIR HANSON: Hard to
8	quantify. Do you know of anyone in your office who
9	may have calculated approximately what your savings
10	were versus the 8,219 that you spent?
11	THE WITNESS: No. Cynthia would
12	have the best idea.
13	VICE CHAIR HANSON: All right. So
14	you wrote a check for 8,219, and you received
15	service somewhere less than \$2,000 of the value of
16	savings of one service over another.
17	THE WITNESS: Repeat that.
18	VICE CHAIR HANSON: Well, you wrote
19	a check for \$8,219
20	THE WITNESS: Yes.
21	VICE CHAIR HANSON: for the
22	service. And then you received some service for
23	we're not positive how long because you don't know
24	when you stopped receiving it. And you're
25	estimating that the value of that service compared

to the service you were receiving previously, you 1 2 were saving approximately \$500 a month. So you're estimating that you saved 3 approximately \$2,000 during the time that you 4 received service from S&S. 5 THE WITNESS: Yes. 6 7 VICE CHAIR HANSON: So your cost then is approximately the \$6,219 for having engaged 8 in this? 9 10 THE WITNESS: Yes. VICE CHAIR HANSON: Okay. You 11 testified that S&S has not reimbursed you any of 12 the difference. Did you request them to reimburse 13 14 you? THE WITNESS: No. 15 VICE CHAIR HANSON: Do you know 16 anyone in your office that may have? 17 THE WITNESS: No. 18 VICE CHAIR HANSON: Okay. Thank 19 you. This is a question for counsel. We have two 20 other exhibits that were presented to us in the 21 packet. I haven't looked at them because they 22 haven't been presented. 23 But 8 and 9, are those to be presented or 24 should we hand those back? 25

1	MS. AILTS WIEST: I assume that was
2	for the next witness.
3	MR. SMITH: That's correct.
4	CHAIRMAN SAHR: I think they're
5	taking the out-of-town witnesses.
6	VICE CHAIR HANSON: Thank you. I
7	just wanted to make sure we weren't tainted by
8	that.
9	COMMISSIONER BURG: One
10	clarification. I don't know that you offered 10A.
11	MS. AILTS WIEST: Yes. It's been
12	offered and received.
13	COMMISSIONER BURG: I missed that.
14	VICE CHAIR HANSON: Thank you, Madam
15	Chairwoman.
16	MS. AILTS WIEST: Any other
17	questions from Commissioners? If not, any
18	redirect.
19	MR. SMITH: Just a question, if I
20	may.
21	REDIRECT EXAMINATION
22	BY MR. SMITH:
23	Q Do you actually know what your "savings" between when
24	your service was connected and when it was cut off was?
25	Do you know?

Not exactly, no. 1 Α You feel you did receive some savings? 2 Q We did receive a little savings. 3 Α If I'm understanding it, when were you hooked up again? 4 0 In February. 5 Α In February. So assuming your date about May is 6 0 correct, we're talking March, I've got to count it on 7 my fingers, March, and April, May, and February. So 8 you had four months worth of service? 9 Not a full four months. I'm sure it ain't a full Yes. 10 Α four months. 11 Okay. Approximately four months worth of savings? 12 13 Α Yeah. But you paid \$8,212 for four years worth of service? 14 0 The commitment was four years? 15 We had 44 months left. 16 Α Right. Now Mr. Sannes asked you some questions about 17 individuals that you had spoken to and about S&S's 18 service, and I think your answer was they had stated 19 20 that the service was good. Have you spoken with any of those individuals 21 since -- within the last two weeks? 22

Are they still satisfied with S&S's service?

Yes.

No.

Α

Q

Α

23

24

1	MR. SANNES: For the record I'll
2	have to object to any line of questioning. It's
3	hearsay.
4	MS. AILTS WIEST: Since he hasn't
5	spoken to, I think it's moot at this point.
6	Anything further?
7	MR. SMITH: I think he said he had
8	spoken.
9	MS. AILTS WIEST: I'm sorry.
10	MR. SMITH: He said he had spoken.
11	I'll withdraw the question.
12	MS. AILTS WIEST: Anything further,
13	Mr. Smith?
14	MR. SMITH: I'll tell you what, can
15	I ask one thing, Mr. Sannes? This company filed a
16	Complaint with the Commission, and on there and
17	obviously the handwriting wasn't filled out by
18	Mr. Nelson, and you don't have that in there. It
19	states the date when service was cut off was
20	June 3.
21	I will call Ms. Hoeksema, but I have no
22	further questions of Mr. Nelson. I'm sorry.
23	MS. AILTS WIEST: Did you have a
24	question?
25	MR. SMITH: About Mr. Nelson?

MS. AILTS WIEST: You have nothing 1 further? 2 MR. SMITH: No, I don't. I'm sorry. 3 MS. AILTS WIEST: You had a question 4 of Mr. Sannes? 5 MR. SMITH: Yes. You're excused, 6 Mr. Nelson. 7 CHAIRMAN SAHR: I actually have one 8 quick question, Mr. Nelson, please. One quick 9 question. When we were talking about savings 10 really that's money that you've prepaid so it's a 11 service you're receiving, but when we're talking 12 about the word savings I don't know if it's really 13 the typical business phrase that I would 14 necessarily put to it. 15 When you're talking about your savings it's 16 the amount of your prepaid money that's being 17 deducted for the phone calls that you're making 18 during those months where you had service; is that 19 20 correct? That's got to be a confusing question. 21 THE WITNESS: Yeah. 22 CHAIRMAN SAHR: But the question is 23 when we keep talking about savings, that's the 24 amount that you're getting on your S&S statement, I 25

1	assume, indicating how much you have received in
2	long distance service; is that correct?
3	THE WITNESS: State that again.
4	CHAIRMAN SAHR: Well, here's the
5	question I have. In the earlier questioning you
6	were talking about savings and how much savings you
7	had gotten. That, though, would naturally be
8	offset against the total amount that you paid for
9	your service originally; right?
10	THE WITNESS: I have had no savings
11	yet that I know of.
12	CHAIRMAN SAHR: Okay. That's all I
13	wanted to clarify. Because we're kind of using
14	that term of art with savings and one might argue
15	that you're in more of the loss column instead of
16	the savings column. But I'll leave that up to the
17	attorneys.
18	MS. AILTS WIEST: Did you have any
19	further cross-examination of this witness,
20	Mr. Sannes?
21	MR. SANNES: For some clarification
22	after that last line of questioning.
23	RECROSS-EXAMINATION
24	BY MR. SANNES:
25	Q I'm not saying you lost money but if you would have

1 still been with, I believe, I Tech or is that the name 2 of your former long distance? 3 Α I Vantage. 4 I Vantage. I apologize. If you would have been with 0 5 I Vantage, you would have been paying them, you 6 testified, approximately \$700 per month; correct? 7 Α At the time we signed the contract that's what we were 8 paying. Shortly after that a few things changed in our 9 business where we had our store in Chamberlain become 10 local so we weren't paying long distance. That would 11 have changed our long distance a lot right there. 12 Certainly. So it may have even been reduced, and we 13 will agree to that. But you were paying approximately \$700 per month? 14 15 Α Yes. 16 Okay. And when you looked at this as a businessman you 0 17 figured you were now going to cut your long distance 18 bill to approximately a couple hundred dollars per 19 month; correct? Yes. 20 Α 21 So when you say you haven't received any savings, yes, Q 22 you have spent money that you are not getting the 23 complete service for, but you would have been out 24 \$2,000 right now anyway, correct, for the last four

months approximately?

1	A	The contract states 48 months, and I've only got four
2		months. I'm out 44 months.
3	Q	I'd agree with you. Would you have paid I Max,
4		I Tech?
5		CHAIRMAN SAHR: I Vantage.
6		MR. SANNES: I Vantage. I
7		apologize. I need to write that down.
8	Q	Would you have paid I Vantage approximately \$700 a
9		month?
10	A	Yes.
11		MR. SANNES: No further
12		questions.
13		MS. AILTS WIEST: Anything further
14		of this witness?
15		MR. SMITH: The only thing I wanted
16		to ask, he has a compliant here just to avoid
17		calling Ms. Hoeksema to establish when the service
18		was cut off.
19		MR. SANNES: If I can see a copy of
20		it.
21		MR. SMITH: Otherwise I'm going to
22		have to call her just for that. But I will.
23	-	Otherwise I'd like to show him to refresh his
24		memory.
25		(Mr. Smith hands Mr. Sannes document)

1		MR. SMITH: No further questions.
2		MS. AILTS WIEST: Okay. Thank you.
3		At this point you're excused, and I believe we will
4		break for lunch.
5		MR. SMITH: May I do one thing?
6		Mr. Sannes agreed to stipulate the date when
7		service was shut off was June 3.
8		MR. SANNES: I'll stipulate.
9		MS. AILTS WIEST: So stipulated. At
10		what point did the Commissioners wish to return?
11		1:15? We will return at 1:15. Thank you.
12		(A lunch break is taken)
13		MS. AILTS WIEST: You may call your
14		next witness, Mr. Smith.
15		MR. SMITH: David Moodie.
16		DAVID L. MOODIE,
17		called as a witness, being first duly sworn in the
18		above cause, testified under oath as follows:
19		DIRECT EXAMINATION
20		BY MR. SMITH:
21	Q	Good afternoon, Mr. Moodie. Would you please state
22		your full name and spell it for the reporter.
23	A	David L. Moodie, M-O-O-D-I-E.
24		CHAIRMAN SAHR: John, excuse me.
25		Is your mike on?
	!	

1		MR. SMITH: Oh, I'm sorry.
2		CHAIRMAN SAHR: Thanks.
3		MR. SMITH: Do you suppose the
4		person on the other end of this needed to hear
5		that?
6		CHAIRMAN SAHR: No. I don't think
7		so. Actually it helps out people in the room just
8		as much as the people on the phone line just so
9		people can hear it throughout the room.
10		MR. SMITH: Sorry about that.
11	Q	Where do you live, Mr. Moodie?
12	A	Here in Pierre.
13	Q	And where are you employed here in Pierre?
14	A	We own the Moodie Implement company. We're located out
15		on Highway 34 about a mile and a half east of the truck
16		bypass.
17	Q	When you say own, is it a corporation that you own
18		or
19	A	Yes, it is.
20	Q	And what is your position with the corporation?
21	A	I'm vice president.
22	Q	Okay. And you're also a significant shareholder?
23	A	Yes.
24	Q	And how long have you been in the position of vice
25		president?
	I	

1 Α Seven, eight years. We came over here 12 years ago and 2 my youngest son is with me in the business and I turned 3 over that part of it or the presidency to him and am 4 backing him in that respect. Okay. At any rate, since before September, October of 5 Q 2002? 6 7 Oh, yes. Α 8 Are you familiar with a company known as S&S Communications? 9 10 Α Yes, I am. When did you first become aware of S&S Communications? 11 Q 12 Α They came into the store in September of 2002. 13 the first that I knew of them. 14 By came in, were they, what, doing a cold call? 15 I would say that. Apparently they had been Α recommended by an automobile dealership to call on us, 16 17 and that's how we were contacted. What was the name of the individual representing S&S 18 Q that came into your office? 19 20 Α Tom Bigelow. 21 Q And that was in September of 2002? 22 Α Yes. 23 And what occurred during that first contact with 24 Mr. Bigelow?

He showed us the program that they were recommending or

25

Α

they were selling and told us of the savings that we 1 2 should be able to get from their service. 3 And did that interest you? Q 4 Α Yes, it did. 5 So then did you decide right then and there at that 6 meeting to enter into a contract with S&S? 7 No, we did not. Α 8 So what happened next? He contacted me two or three other times, and we 9 Α 10 contacted a few other people that had been contacted 11 and some dealers that had bought into it, got 12 recommendations from them. And I also contacted my son 13 in Montana. We have two dealerships there. 14 And basically I was leaving it up to the two 15 boys to get together on whether they wanted to go that 16 route or not. And they finally decided to do that. 17 And when they made that decision -- did they make that 0 18 decision based upon Mr. Bigelow's meetings with you and 19 the information that he provided to you? 20 Α Yes, they did. 21 And did there come a time then when based upon their 0 22 opinion and yours that you decided then to enter into a 23 contract for telephone service with S&S through 24 Mr. Bigelow?

25

Α

Yes.

1	Q	In front of you there are a couple of documents that I
2		got from you.
3	A	Uh-huh.
4	Q	And one of those is labeled Exhibit 8, consisting of
5		11 pages. And the other one is a separate document
6		labeled Exhibit 9, which is just one page.
7		Maybe we'll start out with 9 since I think
8		that's pretty simple.
9		MR. SMITH: No objection? If he has
10		no objection, I offer Exhibit 9.
11		MS. AILTS WIEST: Exhibit 9 has been
12		offered and received.
13		MR. SMITH: Thank you. I have no
14		questions about Exhibit 9. I just wanted to offer
15		it to get it into the record.
16	Q	Let's take a look then at Exhibit 8. What is this
17		document?
18	A	This is the contract that Tom Bigelow drew up for us
19		and my son signed for us on 11-6, and it's outlining
20		the plan that they would provide the service for. And
21		I think on the second page of it is a cost to us for
22		the four dealerships.
23	Q	Okay. And was that for multiple phone lines?
24	A	Yes.
25	Q	And were those phone lines to be used for services

1 within the State of South Dakota? 2 Α South Dakota, yes, and the ones in Montana were in 3 Montana and all over the country. 4 Was the contract executed here in South Dakota? 0 5 Α Yes. I'm taking a look at the first page of this. I note in 6 7 the box below it says continental U.S. residential 8 plans, and there's a box checked and it says -- there's 9 some writing after that. 10 Can you explain what that's all about? Do 11 you see what I'm looking at? 12 Over on the left side? Α 13 Over on the left side it's got continental U.S. 14 residential plans and there's a box checked with the word 3 scratched out and after that it's got the number 15 16 4 and then the letters, I think, YR. 17 Α Unlimited long distance service. 18 Okay. And did you acquire residential service --0 19 Α Yes. 20 -- in addition to commercial service? And then below that is commercial service, and it's got a number 2 and 21 22 an X and some other writing. Am I to understand that 23 you bought like two plans of four-year service for the 24 business? 25

Α

Yes.

		107
1	Q	And then some other things which included 800 service,
2		et cetera. And you stated at the bottom that's your
3		son's signature?
4	A	That is.
5	Q	And is he an officer of Moodie Implement?
6	A	He's the president.
7	Q	Okay. He's the president. Looking on the next page
8		then, at the bottom of that the number next to the word
9		total is the number \$14,562.28?
10	A	That's correct.
11	Q	What is that number?
12	A	That's the amount that we paid for the four-year
13		service plan that they were selling.
14	Q	And that was, again, on November 6?
15	A	That's correct.
16	Q	Did you pay for it right then? Did you give a check to
17		Mr. Bigelow?
18	A	Yes, we did. Our check number was 16293, which was
19		written on the invoice.
20	Q	Okay. Now I'm going to have you look at page 3 of the
21		exhibit. There's a document that is on S&S
22		Communications's letterhead and below that are the
23		words, "notice to customers."
24		Is this a document that was given to you by
	1	

Mr. Bigelow when you were talking with him about this?

1 A Yes, it was.

- Q And do you recall what the purpose of Mr. Bigelow giving you this document was?
 - A Well, he was showing us that it was -- they had the facilities to do what they said they were doing and they were financed with American -- Aberdeen Finance company and that there was a bonding procedure and a percentage of the price that was paid to it that was to be held in escrow for something that has happened to us right now. In case something happened to us, to their company, that we would have this to return to.
 - Q And how did you understand what Mr. Bigelow said to you regarding this document and the language of this document? What was your understanding of what he was telling you?
 - A Well, this just guarantees that S&S would perform the service that they were selling to us.
 - Q So in your mind what you were being told is that by giving them this \$14,000 up front you were providing that money really without any risk to your company?
 - A That's correct.
- Q And that you would be covered if something happened; is that correct?
- 24 A That's correct.
 - Q And was that an important consideration to you and

1 your -- I guess you don't know what your son was 2 thinking, but was that an important consideration to 3 you as an officer of the company and deciding to go 4 along with the S&S Communications phone plan? Yes, it was. And we talked about it between the boys 5 Α 6 and I before we did it. 7 Q Now let's turn to page 4, and that's a check from 8 Moodie Implement, Inc. in the amount of \$14,562.28. Is this the check you wrote out to pay for the service? 9 10 Α That's my signature on it. 11 And was the check cashed? Q 12 Α Yes, it was. 13 0 Okay. And pages 5, 6 -- I missed a number there. 14 8, 9, 10, and 11, what are those pages? 15 A Page 5 is the telephone numbers that I had at the time 16 for my own home, and they were supposed to provide an 17 800 number, which they did, which didn't hardly work --18 or hardly work at any time. 19 MR. SANNES: I'm going to object to 20 that testimony and have it stricken from the record 21 as nonresponsive to the question answered by 22 counsel. 23 MS. AILTS WIEST: Any response? 24 MR. SMITH: Pardon me? 25 MS. AILTS WIEST: Do you have a

1		response?
2		MR. SMITH: No. I don't have a
3		response.
4		MS. AILTS WIEST: Sustained.
5	Q	Let's start out with what were these? Were these just
6		the sign-up sheets for specific numbers?
7	A	Yes, they are.
8	Q	And identifying which numbers were to be switched over?
9	A	That's correct.
10	Q	Okay. And is that true with all of these numbers that
11		these were the numbers that were to be included in the
12		plan? Is that what these sheets are?
13	A	Yes, they are.
14	Q	And this includes both many numbers in South Dakota
15		I see they're 605 area codes, right, with 800 numbers,
16		and then I note some numbers also that seem to have the
17		area code 406. What do those relate to?
18	A	Those are the Montana numbers.
19	Q	Okay. Who filled out these sheets?
20	A	Tom Bigelow.
21	Q	Tom Bigelow filled them out? And were they filled out
22		at the time when you sat down with him to finish the
23		contract documents and do the deal?
24	A	Yes, it was.
25	Q	Okay. And you stated well, did you then after

1		you paid the money well, let me do this first.
2		MR. SMITH: I am going to offer this
3		exhibit into evidence.
4		MS. AILTS WIEST: Any objection to
5		Exhibit 8?
6		MR. SANNES: No, ma'am.
7		MS. AILTS WIEST: Exhibit 8 has been
8		admitted.
9	Q	After you paid the money and signed the contract did
10		Moodie Implement and the various individuals who were
11		listed in the plan was their phone service, in fact,
12		switched over to S&S Communications?
13	A	Yes, it was, but it was not done in the 45 days. It
14		took longer than that.
15	Q	Do you recall how long it took?
16	A	I can't pinpoint it on how long all of them took, no.
17		But there was some that were I have invoices from
18		McLeod billing us for service well after the 45 days.
19	Q	Were all of the numbers involved ultimately switched
20		over to S&S?
21	A	To my knowledge, yes.
22	Q	And after they were switched over to S&S what kind of
23		service did you receive from S&S?
24	A	Basically normal telephone service with the exception
25		of we had some problems with some of the 800 numbers.

- 1 But I can't specify exactly what those were. 2
 - Q You had some problems with the 800 numbers?
- 3 Α Yes.
- 4 Q Are you still receiving phone service from S&S on the 5 numbers that you paid for?
- 6 Α No, we are not.
- And why aren't you? 7 0
- Because they didn't work. The numbers didn't come 8 Α 9 through.
- 10 Q And was there a specific point in time when they 11 stopped working?
- The date I don't have. Well --12
- 13 Just a ballpark. Let's get down to just a ballpark Q 14 quesstimate of when they stopped working.
- The 800 numbers stopped first, and then we switched 15 Α 16 back to McLeod. And we had called S&S, and they told 17 us to do it, to change them back.
- 18 And do you recall just generally speaking when that Q 19 was? Do you have a fair estimate? Was it in May of 20 this year?
- 21 Α May, I believe, early May.
- 22 Early June? Q
- 23 Α No. It was May.
- On the 800 numbers? 24 0
- 25 Α Yes.

What about the other numbers with respect to them? 1 Q Do 2 you recall when those --3 Well, mine at home was one of the first that quit. Ι Α 4 was gone for a weekend and came back. I think it was 5 right at the first of June. Okay. So right early June? 6 7 Α Early June. Okay. And when the phone service was cut off for all 8 of those numbers then what did you do? 9 10 We went back to McLeod which had been our service Α provider before that. 11 Were you able to do that instantaneously? 12 It took about three days for the residential. 13 Α Mine at least. And the store pretty well kept working. 14 The ones in Philip are on Golden West, and those were 15 switched back in a timely fashion. I believe if I'm 16 17 not wrong, is they have like three days to switch back or switch a number to another company, and I think that 18 was what I was informed of with McLeod. 19 With respect to your 800 numbers, was there any problem 20 Q that was encountered in getting those switched, or did 21 22 those switch over okay? 23 Α You mean, going to S&S or --Going back to McLeod. 24 Q

That took longer than the regular numbers.

25

Α

- 1 Q But they did eventually get --2 Α They did get switched back. 3 Okay. Thank you. Since your phone service has been 0 ended with S&S have you had any communication at all 4 5 with S&S? 6 I have not myself. Α 7 Okay. Has anyone from Moodie Implement that you know? 8 Rob called the day that I was gone. I had gone to Α Montana for some graduations, and phones weren't 9 10 ringing. And he called, and someone up there informed him that they were not in business so I don't know 11 12 that. 13 Q Okay. And then in terms of, though, you haven't had 14 any conversations with S&S involving the return of the 15 money that you paid or anything like that? 16 Α I have not, no. 17 You haven't received your money back? 0 18 No, we have not. Α 19 And if I'm understanding the math of the connection, 20 45 days after November 6 is getting toward the end of December. Would that be about the time frame when you 21 22 got hooked up to S&S? 23 Α We got some of it -- or most of it hooked up about that
 - Q

In late December?

time.

24

1	A	Late December, early January.
2	Q	So would it be a fair statement an approximate amount
3		of time you had service from S&S was around five
4		months?
5	A	That's approximately correct.
6	Q	Okay. Thank you. And then now the situation is S&S
7		has your money and you're paying another phone company
8		for your phone service?
9	A	That's correct.
10	Q	Okay. Is there anything else you'd like to tell the
11		Commission about this situation?
12	A	No. I guess the old story still goes, if something
13		sounds too good to be true, it probably is.
14		MR. SMITH: Thank you. Now other
15		people here may have questions for you, Mr. Moodie.
16		MS. AILTS WIEST: Do you have any
17		questions, Mr. Sannes?
18		MR. SANNES: Just a few short.
19		<u>CROSS-EXAMINATION</u>
20		BY MR. SANNES:
21	Q	Good afternoon, sir. Let me start off with that. Were
22		you with McLeod then before you switched to S&S?
23	A	Yes, we were.
24	Q	Do you know approximately how much you were paying per
25		month for telephone service before you switched to S&S?

- 1 Α I have the bills here if I could look at them. 2 0 Most certainly. 3 (Witness examines documents) Here's a bill in -- this is after -- no. 4 Α This is long 5 distance charges in April of this year we paid \$102 out of the long distance charge alone. I don't have all 6 7 the bills in terms of the previous ones. I have the complications that Tom made. But the ones I see are 8 from Montana. 9 10 Sir, that's no problem. When you were looking at 11 making this switch you were looking at the pure 12 numbers, though; correct? 13 Α That's right. 14 And you believed by making the switch that you would be 15 saving probably a substantial sum of money over the 16 time, would you not? 17 Ά Yes. 18 And during the time period that you had the actual use of S&S's services you were saving a substantial amount 19 20 of money compared to what you had been paying; correct? 21 Α We didn't save what we thought we were going to save. 22 Certainly. And I will not disagree with you on that,
 - but you did start saving and if things had not come to where they are today, you would still think you had made a good business deal; correct?

23

24

1	A That's probably true.
2	MR. SANNES: No further questions.
3	MS. AILTS WIEST: Commissioners.
4	CHAIRMAN SAHR: Speaking of good
5	business deals, under these set of circumstances
6	where you paid \$14,562.28 up front and only
7	received a few months' services, do you consider
8	that to be a good deal?
9	THE WITNESS: No, I do not.
10	CHAIRMAN SAHR: And then you may
11	have answered this question earlier, Mr. Moodie,
12	but I presume that with your location and type of
13	business that you do that you receive calls from
14	South Dakota customers and you make calls to
15	South Dakota customers; is that correct?
16	THE WITNESS: Yes.
17	CHAIRMAN SAHR: Okay. Thank you.
18	And then on this notice to customers and this is
19	in Exhibit No. 8. It's the third page in.
20	THE WITNESS: Right.
21	CHAIRMAN SAHR: And I found this
22	somewhat interesting. I'm looking at the fifth
23	paragraph. "Prepaid customers who did not finance
24	their contract would be refunded by a state
25	registered bonding company toward the prorated

1 amount of the service that the customer did not 2 receive." 3 And would that language in these circumstances lead you to believe -- did that lead you to believe 4 that you would get the rest of the 14,000 and 5 change that you had prepaid back, less whatever you 6 7 had gotten service for the last couple of months --THE WITNESS: That's correct. 8 9 CHAIRMAN SAHR: Thank you. 10 MS. AILTS WIEST: Anymore questions from the Commissioners? 11 12 VICE CHAIR HANSON: I'd like to ask 13 a couple of questions. I was working on 14 articulating them while Chairman Sahr was --15 CHAIRMAN SAHR: Do you want me to 16 ask more questions? 17 VICE CHAIR HANSON: No. 18 COMMISSIONER SAHR: Well, I would 19 like to thank Mr. Moodie for coming and appearing 20 here today. We definitely appreciate that. 21 VICE CHAIR HANSON: I was planning 22 on asking some other questions, then getting to the 23 letter that Chairman Sahr was just asking you some 24 questions about. I wanted to direct your attention 25 to the third paragraph in that notice to customers.

1 Now when you testified you said that you had read this, and I believe you stated that you felt 2 3 it was a guarantee that in case of loss that you would be compensated. 4 How did you understand that you would be 5 6 compensated? 7 THE WITNESS: We would get the service that we were supposed to have or we would 9 be paid back prorated the moneys that we paid in. VICE CHAIR HANSON: And how would 10 that occur? How did you believe --11 THE WITNESS: Well, from the bond or 12 13 from the tariff that was kept in paragraph 2. VICE CHAIR HANSON: Okay. Thank you 14 very much. You said we talked about it, about the 15 16 contract, referring to your sons, I believe? THE WITNESS: That's correct. 17 VICE CHAIR HANSON: What were some 18 of the items that you discussed that you -- did 19 you -- I'm trying not to lead you on this. You 20 21 apparently discussed some items, and then you asked 22 questions of someone from S&S after your 23 discussion? Do you recall that? 24 The questions THE WITNESS: basically were the references that they had given 25

us to get into this project and the backing that 1 they had from it. 2 We did also check with some other John Deere 3 dealers in the area that were signed up with it and 4 got their response for it. We also checked with 5 Wegner's here in town, the car dealership. 6 VICE CHAIR HANSON: Thank you very 7 So as I understand your testimony, when you much. 8 paid the 14,562.28 you relied upon this 9 communication that's signed by Aberdeen Finance 10 Corporation and by Les Sumption of S&S 11 Communications to state that you would receive 12 either the service from S&S Communications or you 13 would be paid back the amount that you didn't 14 receive service for? 15 THE WITNESS: That's correct. 16 VICE CHAIR HANSON: Okay. Thank you 17 very much, sir. 18 COMMISSIONER BURG: Just one quick 19 one to clarify for sure. How many months did you 20 get service? 21 THE WITNESS: We started to get some 22 23 service in December, and it was cut off -- I believe it was the first of June. I mean, you 24 people probably know more about when the thing 25

1	died.
2	COMMISSIONER BURG: Well, it seems
3	like the 5th date comes up with several, the 5th of
4	June. The other thing that comes up, this letter
5	addresses people who financed and those who paid
6	it all in cash. You did not finance yours, did
7	you?
8	THE WITNESS: No, we did not.
9	MS. AILTS WIEST: Any other
10	questions from the Commissioners? Any redirect?
11	MR. SMITH: No.
12	MS. AILTS WIEST: Anything further,
13	Mr. Sannes?
14	MR. SANNES: No, ma'am.
15	MS. AILTS WIEST: Thank you,
16	Mr. Moodie.
17	MS. AILTS WIEST: Are you going to
18	call your next witness?
19	MR. SMITH: I am. I don't know
20	who's out there. What we tried to do is time these
21	people so we weren't wasting all day.
22	(Discussion off the record)
23	MS. AILTS WIEST: We'll go back on
24	the record. Mr. Smith.
25	MR. SMITH: Thank you. Staff calls

Robert -- and I hope I'm pronouncing this right --1 Angerhofer. 2 ROBERT ANGERHOFER, 3 4 called as a witness, being first duly sworn in the above cause, testified under oath as follows: 5 DIRECT EXAMINATION 6 7 BY MR. SMITH: Thanks for coming today, Rob. I appreciate it. Let's 8 start out by having you state and spell your name for 9 the reporter. 10 Robert Angerhofer, A-N-G-E-R-H-O-F-E-R. 11 Α And where do you live, Mr. Angerhofer? 12 I reside in Brandon, South Dakota. 13 Α And who are you employed by? 14 Q AAA South Dakota. 15 Α Where is that located? 16 Sioux Falls. 17 Α Is AAA South Dakota the former legal name of the --18 Q It's South Dakota Auto Club, Incorporated is our legal 19 Α name doing business as either AAA Travel Agency or 20 AAA South Dakota. 21 If we see South Dakota Auto Club on some of these 22 Q 23 documents, that means AAA? 24 Α Right. Vice versa, if I talk to you about AAA, that's the same 25 Q

thing as South Dakota Auto Club? 1 2 Ά Correct. What is your position with AAA? .3 0 I'm the director of travel for AAA South Dakota. 4 A How long have you been in that position? 5 Q Just over four years. 6 Α And, first of all, explain a little bit about what AAA 7 travel does and then maybe what your function is with 8 respect to --9 First of all, the South Dakota Auto Club is AAA. 10 Α pretty sure everybody's familiar with that. We provide 11 auto club services for 80,000 plus members throughout 12 the State of South Dakota, anywhere from emergency road 13 service to giving you a referral for a repair if you're 14 in the area if you break down, things like that, 15 discounts for members, various vendors, things like 16 17 that as well. I'm on the travel side of it, which we have 18 15 travel agency offices throughout the state. And 19 we're a retail vendor for travel. And my 20 responsibility is the operation of those 15 offices. 21 CHAIRMAN SAHR: Excuse me, John. 22 Rob, we want you to feel as comfortable as 23 possible, but there are some people behind you who 24 are trying to listen too. Can you move the mike a 25

1 little closer to you? Thanks.

- I'm taking it because of the multiple locations and the fact that you have people out on the highway, et cetera, that apparently need to get in touch with you, the telephone service is a critical component to what you do?
- A Next to our computer system it's our most critical component, yes.
- Q Is it an expensive component?
- 10 A Yes.

- Q And so looking for ways to cut your costs is something that's important for AAA?
- A Correct.
 - Q Did there come a time when you became familiar with a company known as S&S Communications?
 - A Yes. Last year. Sometime around April of 2000 we were contacted by one of our board of directors

 Loren Englebraten who at the time owned Kindler Pontiac in Sioux Falls, and he just explained about the deal he had received from S&S.

I think he actually said the South Dakota

Auto Dealers Association was looking at endorsing this vendor and thought we could save some money doing it.

He was aware of our phone bill so he knew we could save a lot of money with it.

And did that conversation with Mr. Engerbroten lead to 1 Q either your contacting S&S, someone from S&S, or 2 3 someone from S&S contacting you? Actually I called Tom Bigelow from S&S after that. Ι 4 Α was given his number by Loren. 5 6 Okay. And we set up a meeting. I think it was sometime in 7 Α May at my office in Sioux Falls. 8 Okay. What occurred at that May meeting in Sioux Falls 9 0 with Mr. Bigelow? 10 He explained the program, what it would cost us, how 11 A much we could save, things like that. I got what I 12 needed from him at that point, and we went forward with 13 14 kind of checking out the background of the company, 15 things like that. At that point in time were you ready to make up your 16 Q mind? 17 Not at that point, no. 18 Α And what was it -- so you had subsequent meetings. 19 0 you have subsequent physical meetings? 20 I think Tom stopped by one or two times after that. 21 \mathbf{A} 22 Our CEO was unavailable at the time. He was actually traveling so I had to wait for him to get back into 23 town. And then he and I got together, made a decision.

I checked a few other things out.

24

25

1 Looking at the exhibit that I've placed before you, Q which is labeled Exhibit 11 consisting of four pages, 2 can you explain to me what this is? 3 MR. SANNES: Ma'am, before we get 4 into this exhibit, I would like to object to any 5 testimony in regards to a portion of this exhibit 6 7 in an open court. I would ask that it be held confidential. 8 MS. AILTS WIEST: I don't have 9 Exhibit 11. 10 COMMISSIONER BURG: Do we have 11 copies for us? 12 MR. SMITH: Oh, you don't? Excuse 13 14 I'm sorry. This was the second thing of them me. 15 here. (Exhibits are distributed to the Commissioners) 16 MS. AILTS WIEST: Could you restate 17 your objection, Mr. Sannes, now that I have the 18 exhibit? 19 MR. SANNES: Ma'am, I don't have a 20 problem with this type of information coming in 21 22 before the Commission. I'm just asking that it be held confidential and if we're going to testify in 23 regards to certain items in Exhibit 11, that that 24 be done before a closed Commission. 25

1	I have a concern that this would be
2	back-dooring your earlier ruling and the State's
3	earlier concession in regards to confidential
4	documents.
5	MS. AILTS WIEST: Which pages in
6	particular are you referring to? All of them?
7	MR. SANNES: I don't have a problem
8	with pages 1 or 4, ma'am. Pages 2 and 3, I'd like
9	that to be held confidential.
10	MS. AILTS WIEST: Does staff object
11	to that?
12	MR. SMITH: To holding it
13	confidential?
14	MS. AILTS WIEST: Yes.
15	MR. SMITH: I guess I really I
16	guess I really don't care as long as the this
17	will not affect my ability to use this exhibit with
18	respect to other witnesses, however, will it?
19	MR. SANNES: No. As long as it is
20	also confidential at that point in time. I don't
21	have a problem with the exhibit itself coming
22	before the Commission. I would just like that it
23	be held confidential.
24	MR. SMITH: I will just state this,
25	with respect to that, and maybe for the benefit of

the Commission, is although this particular communication was transmitted to Mr. Angerhofer with a stipulation from Mr. Sumption of S&S that it be held in confidence, this was not filed with the Commission under a -- under the Commission's confidentiality rule.

And, in fact, when the Commission in July requested of S&S Communications that it provide financial statements S&S refused to provide it.

There are no financial statements of this type in any information that's been provided to us confidentially.

MS. AILTS WIEST: So do you object to pages 2 and 3 being held as confidential at this point?

MR. SMITH: I mean, you know, again in a sense I do because I don't think this information was filed with the Commission in confidence, if this is information I subpoenaed from Mr. Angerhofer. He produced this to me in response to my subpoena to him.

And he was concerned about breaching a confidentiality covenant, and I subpoenaed him because I wanted to look at it. And so that's where we're at here. I guess I really don't care

and if you don't want the rest of the audience to hear what's on there, it really, I guess, gets down to whether the Commission thinks it's something the public should be allowed to hear.

CHAIRMAN SAHR: Actually I'd like to hear Mr. Sannes respond to Mr. Smith's statement since this wasn't filed as confidential, in fact, wasn't even produced when the Commission requested it, why should we keep it confidential?

MR. SANNES: I will disagree with the position that we have not provided financial records. I believe that S&S has been providing financial records to the Commission.

In regards to exactly what in every financial record that has been provided, even though I am the attorney of record here today with S&S, as the Commission is well-aware, there are numerous other attorneys that have been working with S&S in this regards.

Maybe this exact one was not provided within the thousands of pages as they will attest to of documents that have been provided, but it comes down to the fact that we've asked that it be held confidential. We're not objecting to it coming before the board.

We're here to work with the Commission. But right now at this point in time the Commission still has not acted to do these things. And if things come out later on, that's another case, but we're still here before a neutral fact-finder to determine what should be done in this case, and just in the interest of justice and fairness we're respectfully requesting that this be held

I have not had an opportunity to see the subpoena. And I understand what your position is on the Rules of Civil Procedure, but I have not had the chance to see that. We're just asking for interest of fairness.

confidential.

CHAIRMAN SAHR: Just to follow up on that, let's you and I look at page 3. Which lines do you think need to be kept confidential? I mean, you're saying I want this to be kept confidential, and I'm just curious.

I'm asking this as a legitimate question, and I certainly haven't decided whether or not I think it should or shouldn't be. But I'm just curious. You're making a blanket statement this shouldn't be kept confidential, this has to be kept confidential. Which lines should be kept

confidential?

I can see sales information, yeah, maybe you can make an argument with that. Cash, I don't know. Assets, those type of things. What should we be keeping confidential and what might not be confidential?

I mean, what is the basis for the request for confidentiality?

MR. SANNES: I think this comes right down to the fundamental practice of S&S in itself, its business. I mean, this is the type of thing people when they're operating their business that makes the business go.

I mean, this statement is everything for that business. Without this statement they don't have the business. I believe every piece has a relationship to the other. As a whole that document should be kept confidential.

I'm not asking that it be kept out of the sight of the board. I'm asking just at this point in time before the Commission has made their decision that we allow this to remain confidential before the public.

Because we don't know what the decision is going to be made of this board. We don't know

1	what's going to happen tomorrow. That's what we're
2	here for today.
3	CHAIRMAN SAHR: Are you willing to
4	stipulation to the admission of pages 2 and 3 into
5	evidence?
6	MR. SANNES: You stated willing to
7	stipulate as to an admission or willing to
8	stipulate as to it being admitted into evidence?
9	CHAIRMAN SAHR: Either one. But
10	we'll go with the easiest one first. 2 and 3 are
11	you willing
12	MR. SANNES: I don't have an
13	objection to that being entered into evidence if we
14	can hold it confidential. That's just what I'm
15	respectfully requesting and asking.
16	CHAIRMAN SAHR: Thank you.
17	MS. AILTS WIEST: At this point I
18	would be inclined to treat pages 2 and 3 as
19	confidential.
20	MR. SMITH: Well, I want to proceed.
21	So what happens?
22	MS. AILTS WIEST: Then if you're
23	asking questions about 2 and 3, we'll have to clear
24	the room.
25	MR. FRAZIER: Do we have to clear

1	the phone line then?
2	(Discussion off the record)
3	(Beginning of confidential proceeding)
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

1	MS. AILTS WIEST: Any redirect?
2	MR. SMITH: I do. I don't know
3	quite that it's redirect. It might be a new
4	question, but may I ask it?
5	MS. AILTS WIEST: Go ahead.
6	Q (BY MR. SMITH) Just calling your attention and part
7	of this is my eyesight being a gray-haired fellow is
8	not so wonderful, and I couldn't honestly read what
9	that said, but at the bottom of page 1 the last three
10	lines, can you read what that says?
11	Let's start out starting with the word "and"
12	in the third line from the bottom.
13	VICE CHAIR HANSON: The handwritten
14	portion or the
15	MR. SMITH: Yes. The handwritten
16	portion.
17	A It says, "And are S&S Company, this should put the
18	rumor that you heard to rest. Thanks. Les Sumption."
19	MR. SANNES: I'm going to object to
20	that answer. I believe the document speaks for
21	itself. I believe the word is "and are a solid
22	company."
23	THE WITNESS: Oh, okay.
24	MR. SANNES: I don't have an
25	objection to the exhibit.

1 THE WITNESS: Okay. 2 MS. AILTS WIEST: Well, with that 3 correction we'll let it stand. Go ahead. Do you 4 have a question? 5 (MR. SMITH) What rumor was Mr. Sumption referring to? 0 I've got friends and family that are in the 6 Α 7 telecommunications business, and they told me to be 8 weary of this company, basically check it out really 9 good before you proceed. So that's what I did, called the PUC, they 10 11 were in good standing at the time, no complaints, talked to a number of their clients, went through the 12 13 whole process. 14 CHAIRMAN SAHR: I've got a concern 15 right at this point in time. Now we're talking about a portion of the record -- we went basically 16 into executive session or into a confidential 17 18 period in this hearing to discuss pages 2 and 3. 19 And don't worry, Rob, it's not about you. And 20 then we just had testimony on the first page which 21 was not confidential and, furthermore, I don't 22 think even involved anything that could be deemed 23 as confidential. So I think that that should be available to 24 the public. It should be available to the 25

reporters and that that part -- and obviously this 1 is an honest mistake. I mean, here we are going 2 back and forth between sheets. 3 MR. SMITH: I apologize. That's my 4 fault. 5 CHAIRMAN SAHR: I don't even know if 6 there's any apology necessary, but I think that 7 that part of the record should be open to the 8 press, to the public, and to anyone who wants to 9 review it. 10 I certainly am willing to see if you have any 11 objection. 12 MR. SANNES: I do not have any 13 14 objection to that. MR. SMITH: Well, how do you want to 1.5 do it? Do you want to have everybody come back in 16 and have Cheri read that portion back to them? 17 CHAIRMAN SAHR: I think that's the 18 19 fairest way to do it, if we're done with the confidential part. I think that's what should 20 happen. But let's not complicate it more. Let's 21 not get them back in here and say something 22 confidential. 23 Let's finish the confidential part, and then 24 let's bring them back in. We'll have Cheri read 25

1	this last segment up to about here, right, and then
2	go forward. Does that work?
3	MR. SMITH: It sounds good to me.
4	MS. AILTS WIEST: Are there anymore
5	questions on pages 2 and 3?
6	COMMISSIONER BURG: I have one
7	question. What was Exhibit 12?
8	CHAIRMAN SAHR: That's the
9	MR. SMITH: That's not confidential.
10	COMMISSIONER BURG: Yeah. I knew it
11	wasn't confidential.
12	MS. AILTS WIEST: If no more
13	questions, let's bring the rest of them back in.
14	(Discussion off the record at which time the public
15	reenters the room)
16	CHAIRMAN SAHR: I'm going to explain
17	what happened for the benefit to everyone in the
18	audience and also for anyone that might review the
19	transcript at a later point in time.
20	We went into I guess I'd say executive session
21	because Exhibit 11, pages 2 and 3 the request was
22	made to keep those confidential. And so we went
23	into executive session or went into confidential
24	part of the proceeding, and I should say we stayed
25	on the record the entire time so we weren't off the

1

2

3

4 5

> 6 7

9 10

8

11

12 13

14

15

16

17 18

19

20

21

22

23

24

25

record. We were just confidential.

And in that particular proceeding we discussed pages 2 and 3. There was direct and cross and your typical things that would happen.

Then on redirect page 1 was discussed. that was not deemed to be confidential. So the Commission's concern or the Commissioners' concern is that that should be available to the public. should have been part of a public proceeding, and we figured the easiest way to take care of the situation is just ask Cheri to read that portion of the record that was inadvertently taken in the confidential part of the proceedings.

So what we're going to ask Cheri to do is read that part of the record, and then we'll be up to where we were. And I should say too it was something that was just an accidental kind of the natural progression of where the conversation was going at that point in time.

So it certainly wasn't anything intentional, something we want to correct right away. So, Cheri, if you'll please go ahead.

(Reporter reads back portion of the transcript)

Any other MS. AILTS WIEST:

questions?

1		MR. SMITH: Of the witness or
2		MS. AILTS WIEST: Yes. Any
3		questions of the witness?
4		MR. SMITH: Yes. I have other
5		questions. The next document you've got there is a
6		document labeled have I covered Exhibit 11? I
7		have; right?
8		MS. AILTS WIEST: Yes.
9		MR. SMITH: Exhibit 12, have we
10		already offered
11		MS. AILTS WIEST: Yes.
12	Q	Just discussing Exhibit 12, would you explain the
13		significance of that in the mix of things that were
14		discussed in the time you decided to acquire service
15		from S&S?
16	A	We were just concerned that their bond was sufficient
17		enough. So we questioned that, and this was the letter
18		he provided to assure us the bond was sufficient.
19		Looking back, I guess it doesn't really give
20		me any assurance other than his word. But there's not
21		a specific number on it or anything.
22	Q	Given the context in which it was submitted to you, did
23		you understand this to mean that your risk was covered?
24	A	Correct.
25	Q	Let's turn to Exhibit 13. Can you tell the Commission

what this is? 1 It's a copy of the contract as it was written, and a 2 cancelled check that we wrote them for the amount and 3 then the last page, number 4, is kind of a welcome 4 letter that Les sent us after the fact. 5 MR. SMITH: Okay. In order to just 6 7 save time here, can we dispense with all of it and just --8 MS. AILTS WIEST: Is there any 9 objection? 10 MR. SANNES: No objection. 11 MS. AILTS WIEST: Exhibit 13 has 12 been admitted. 13 Okay. And just really the numbers are really hard to 14 Q read on this. The number at the bottom you paid them 15 16 \$35,100.84? Correct. 17 Α That's for all the phone service for AAA throughout the 18 0 whole state? 19 That's correct. 20 Α 21 How long a term was that for? Four years. 22 Α Four years. And dates here, I've probably neglected --23 0 I can't read the date on there, Rob. Do you recall --24 25 July 12. Α

1 7-12-02? 0 Correct. 2 Α So then going back to the various conversations between 3 0 you and Les and all of that, you stated the first one 4 occurred in late May. All of the other conversations 5 occurred between that late May date and this 7-12 date? 6 7 Correct. Α And that was in 2002? 8 Q 9 That's correct. Α Okay. And the next part is just showing that you did, 10 0 in fact, pay the full price, paid cash? 11 Right. I did not finance. 12 Α Okay. And let's discuss the experience that you had 13 0 then with S&S with the phone service after that. When 14 did the phone service come on line? 15 It started the end of July, first part of August before 16 Α all 15 offices were eventually with their service. 17 18 And you had phone service with S&S until when? 0 June 3. 19 Α 20 Did all --0 Of 2003. 21 Α All phone service that was supplied by S&S 22 0

Communications ended on June 3?

And at that point what did you do?

23

24

25

Α

Q

Yes.

A First contacted S&S, was unable to get through, kept ringing to a fax machine, just beeping back at us. So I started calling our local providers for each office and just seeing if they could get us -- because I was told that that was the quickest way to restore the service is go through your local provider.

Let me back up. Before that we did call -when we called them somebody finally got through, one
of the gals in the office, and I don't know if it was a
recording or they actually talked to someone. They
referred them to --

MR. SANNES: Objection to any line of this testimony as being hearsay. He's not the one that got through. It's someone else.

MS. AILTS WIEST: Sustained.

A Okay. Anyway somebody from AAA -- I guess I can't say that either. Anyway we went to another company that they referred us to, but their rate was like three times what we normally pay.

So at that time the decision was made to contact our local providers and work with them on new contracts for long distance and toll-free service. So that's what we did.

- Q Did you have an interruption in service at all?
- A Some offices were down for as long as 10 days.

1	Q	I see. And is that a big deal for AAA to be down for
2		10 days?
3	A	Yes. We do 80 to 90 percent of our business over the
4		telephone.
5	Q	Does S&S Communications still have your \$35,100.84?
6	A	Yes.
7		MR. SANNES: Objection, calls for
8	:	speculation. He doesn't know what S&S has or does
9		not have.
10	Q	Has S&S paid the \$35,100.84 or any portion thereof
11		back?
12	A	No.
13	Q	Is there anything else you'd like to tell the
14		Commission, Mr. Angerhofer?
15	A	Not at this point.
16		MS. AILTS WIEST: Any cross,
17		Mr. Sannes?
18		CROSS-EXAMINATION
19		BY MR. SANNES:
20	Q	Sir, who are your friends in the telecommunications
21		industry?
22	A	My sister-in-law.
23	Q	Her name?
24	A	Elizabeth Schmit.
25	Q	And who is she employed with?

1 Α SDN Communications. 2 0 Do you have any other individuals that were causing 3 these concerns that you discussed earlier? 4 Α My brother did mention as well. 5 And your brother's name, sir? 0 6 Α Steve Angerhofer. 7 0 Okay. And who is he employed by? 8 Α He was formerly employed with McLeod USA, and now he's 9 employed with -- oh, boy, I've -- telecommunications 10 company out of Mitchell. I can't think of the name. 11 That's no problem. This is your sister-in-law; right? 0 12 Elizabeth is my sister-in-law. Α 13 And your brother. What are their positions within the 14 companies? 15 Liz works in marketing with SDN Communications. Α 16 didn't actually talk to her about it in detail. 17 talked to another employee there that was a little more 18 versed on S&S. 19 Who was that individual? 0 20 Α Lynn Robertson. 21 Lynn? Q 22 Lynn Robertson. Α 23 Okay. What does he do --0 24 She. Α

25

0

She does?

1	A	I'm not sure what her title is.
2	Q	How much did AAA believe they were going to save over
3		the term of this contract?
4	A	We based it on what you pay a minute, and that's pretty
5		much the way it was sold to us. Right now you pay
6		6 cents a minute with McLeod. If you go to Western,
7		you can get that down to less than 2 cents a minute,
8		based on usage, our current usage at the time.
9	Q	Okay. After this usage began and I believe you
10		testified it was late July, August of last year;
11		correct?
12	A	Correct.
13	Q	Did you have good service with S&S up until June 3 of
14		this year?
15	A	Yes.
16	Q	And so you were experiencing these savings?
17	A	Correct.
18		MR. SANNES: No further questions.
19		MS. AILTS WIEST: Any questions
20		from the Commissioners?
21		CHAIRMAN SAHR: You may have said
22		this earlier, but how many offices were affected by
23		this?
24		THE WITNESS: 15.
25		CHAIRMAN SAHR: 15. Okay. You

1	probably don't have any idea how many phone lines,
2	do you?
3	THE WITNESS: Right around 240, plus
4	or minus a few.
5	CHAIRMAN SAHR: That's pretty good
6	information then. And then this pretty much goes,
7	I think, to a certain extent without saying, but I
8	presume that any of those offices, any of those
9	lines well, let me rephrase that.
10	Those offices and those lines receive and make
11	calls to South Dakota residents on South Dakota
12	numbers?
13	THE WITNESS: Plus throughout the
14	United States. Not just South Dakota. But, yes,
15	South Dakota residents, yes.
16	CHAIRMAN SAHR: Thank you. And
17	there's also interstate calls. I was kind of
18	curious about the interstate.
19	I think that is all that I have. Any other
20	questions?
21	COMMISSIONER BURG: You got the one
22	I was going to ask, how many offices are out there.
23	CHAIRMAN SAHR: If you can think of
24	the one that I can't remember, let me know.
25	VICE CHAIR HANSON: I do have a

couple, if I could, just simple yes or nos. And in 1 2 a way we discussed these to an extent while you 3 were being examined, cross-examined, but I just 4 wanted to make certain I had a yes or no. 5 On the information that was provided, and some of it was in confidential testimony -- I just need 6 7 a yes or no -- would you have done business with 8 these people if you had not received that information? 9 10 THE WITNESS: No. 11 VICE CHAIR HANSON: And on the 12 second item, which was admitted in another, which 13 is Exhibit 1, which was not confidential, if you 14 had not received -- and do you know which one I'm 15 referring to? 16 THE WITNESS: Yes. 17 VICE CHAIR HANSON: If you had not 18 received that information, would you have done 19 business with these folks? 20 THE WITNESS: No. 21 VICE CHAIR HANSON: Thank you. 22 COMMISSIONER BURG: That prompts one 23 for me. Knowing what you know today, even though 24 you asked for all of that information, do you think 25 that information was truthful at the time?

1 THE WITNESS: Knowing what I know 2 today, I don't think so, no. 3 CHAIRMAN SAHR: And I'm looking at Exhibit 12, and there's a paragraph in there that 4 5 says, "Prepaid customers who did not finance their 6 contract would be refunded by a state registered 7 bonding company for the prorated amount of the service that the customer did not receive." 8 9 If you had knowledge that S&S did not have 10 one dollar for dollar bonding as far as being able 11 to refund these to the customers who did not 12 finance their contracts, would that have led you to 13 have some concerns about entering into the 14 contract? 15 THE WITNESS: Yes. 16 CHAIRMAN SAHR: Would you have 17 entered into the contract without that sort of 18 assurance? 19 THE WITNESS: Say that again. 20 CHAIRMAN SAHR: If you knew that 21 they didn't -- strike that. I think you answered the question so I guess 22 23 I'll retract that last question. Thank you. 24 MS. AILTS WIEST: Any further 25 questions from the Commissioners? If not, any

1	redirect, Mr. Smith?
2	MR. SMITH: No.
3	MS. AILTS WIEST: Anything further,
4	Mr. Sannes?
5	MR. SANNES: No, ma'am.
6	MS. AILTS WIEST: Thank you. You
7	may call your next witness.
8	(Discussion off the record)
9	COMMISSIONER BURG: John, do you
10	have any witnesses that actually went through the
11	loan?
12	MR. SMITH: We've been trying to
13	have someone come in, but we don't know if we're
14	going to achieve that.
15	COMMISSIONER BURG: Okay.
16	MR. SMITH: We've been operating on
17	real short notice.
18	WENDY FRANSEN,
19	called as a witness, being first duly sworn in the
20	above cause, testified under oath as follows:
21	DIRECT EXAMINATION
22	BY MR. SMITH:
23	Q Hi, Wendy.
24	A Hi.
25	Q Would you please state your full name and spell it for

1 the reporter so she has it. Wendy Fransen, F-R-A-N-S-E-N. 2 Α And is Wendy with a Y? 3 0 Yes. 4 Α And who was your employer? 5 0 Benchmark Foam, Incorporated. 6 Α 7 Where is Benchmark Foam? 0 Watertown, South Dakota. 8 Α 9 What do you do for Benchmark Foam? 0 I'm vice president of finance and corporate secretary 10 Α 11 treasurer. And how long have you held that position? 12 15 years, since 1988. 13 Α Do you want to describe just real briefly the business 14 0 of Benchmark Foam and how you function. 15 Benchmark Foam manufacturers expanded polystyrene 16 Α products which are Styrofoam like products used for 17 packaging and insulation. We sell to primarily 18 South Dakota and surrounding states, and we've been in 19 business since 1988. 20 Because you sell to South Dakota is a significant 21 amount of your phone use at Benchmark intrastate 22 service? 23 Yes. And would you like to know how much? 24 Α 25 Sure. 0

- 159 And I can't give you exactly. It will depend, but 1 Α we'll average between 30 and 40 percent. 2 Is within the State of South Dakota? 3 0 Is within the state, yes. 4 Α And did you eventually come to know a company named 5 0 S&S Communications? 6 7 Α Yes. When did that occur? 8 Q I received a phone call from Jamie Zacker on August --9 Α I believe it was August 4, telling me that he had phone 10 service he could offer for 4 and a half cents per 11 minute. 12 And when you say August 4, would that be --13 0 Of 2002. 14 Α 2002. Was that phone call unsolicited? 15
- 16 A Yes, it was.
- 17 Q And following your -- what was discussed during that
 18 phone call?
 - A Just that he would stop in the following week and discuss a plan and present a plan to us.
- 21 Q And did that meeting occur?
- 22 A Yes.

19

20

- Q Where did the meeting occur?
- 24 | A Benchmark Foam in Watertown in the conference room.
- Q Could you just describe generally what occurred during

160 1 that meeting? Jamie presented a letter introducing S&S 2 Α Communications, gave me an extensive list of 3 4 references, and a proposal -- it was kind of a stock proposal on glossy paper of which I have a copy, and 5 indicated that he would need to review our long 6 distance records in order to know if we fit the plan. 7 And based upon what he told you, were you interested in 8 procuring telephone service from S&S? 9 Yes, I was. 10 Α And the basis for that was? 11 0 It would rather substantially reduce our long distance 12 Α 13 costs. At that point then were you ready to make your 14 0 decision? 15 16 Α No. What was missing? 17 0 We needed to obviously call some references, which we 18 Α did. We called the PUC to see whether they were 19 registered in South Dakota and what they could tell us 20 21

- registered in South Dakota and what they could tell us about the company. And the last thing we needed before we would sign was a financial statement.

 Q And were you then provided with a financial statement?
- A Yes. We were shown a -- when I say we,

22

23

24

25

Doug Bierschbach from Intercept and I met with

Jamie Zacker in Doug's office at Intercept on 1 September 14, and we had told Jamie that he needed to 2 bring a financial statement, that that was the last 3 piece of information that we needed in order to make 4 our decision, if he did not have it, we would not sign. 5 6 But you did not receive a copy? 0 7 Jamie would not allow us to take a copy, no. The Ά financial statement that he provided was in his sales 8 9 It was in a sheet protector, and it was on S&S letterhead. 10 And do you recall any of the specifics of the 11 0 information in that financial statement? 12 MR. SANNES: I'll object to this 13 entire line of questioning, same objection as 14 prior. Clearly she's shown that S&S has meant for 15 this to be confidential. 16 MS. AILTS WIEST: Any response, 17 18 Mr. Smith? Do you want to clear the room again? Let me just ask you this. Can you actually remember 19 any of the specifics? It's been almost two years. 20 21 Almost a year. Yes. Α You can actually remember specifics? 22 0 I can remember some specifics. I can't give you 23 specific --24 Don't tell me any numbers. Just tell me whether you 25 Q

1 can remember specifics. If so, we're going to have to throw everybody out again to discuss those. 2 CHAIRMAN SAHR: Rich is already 3 4 going. MS. AILTS WIEST: We can clear the 5 6 room. 7 Do you remember with enough specificity so that I could --8 9 I believe so. I could tell you what I used to make the Α decision and some of the questions I asked Jamie about 10 the financial statements. 11 MR. SMITH: Maybe just to be safe we 12 should do that. 13 COMMISSIONER BURG: I have a 14 question I want to ask that would need to be 15 16 confidential. 17 (Beginning of confidential proceeding) 18 19 20 21 22 23 24 25

1		(End of confidential proceeding)
2		MS. AILTS WIEST: We're back on the
3		record. Mr. Smith.
4		MR. SMITH: Thank you.
5	Q	(BY MR. SMITH) Do you recognize that?
6	А	Yes, I do.
7	Q	Please tell the Commission what it is.
8	A	This is the contract that we entered into on
9		September 14 of 2002 for four-year service.
10		MR. SMITH: I might note for the
11		record that's Exhibit 14 Mr. Fransen is referring
12		to.
13		COMMISSIONER BURG: Do you have
14		copies of that?
15		THE WITNESS: I need to clarify,
16		September 10. When I made a reference to the
17		meeting with Jamie Zacker, it's September 10. I'm
18		sorry.
19		VICE CHAIR HANSON: Thank you very
20		much.
21		MR. SANNES: For the record I have
22		no objection for the purposes of this hearing to
23		this document being entered.
24		MS. AILTS WIEST: Exhibit 14 will be
25		admitted.

1 To cut to the chase here and not waste a lot of other Q 2 time, it looks like you signed up for \$8,712.09? 3 Actually it's zero cents. It looks like 09, but it was Α 4 zero. 5 And for four years of service; is that right? 0 Four years of service. Our initial service was the 6 Α 7 outbound 800 service. Uh-huh. 8 0 9 Α Which started in October, approximately October 9, and 10 the 800 service which was also supposed to be switched 11 over at that time did not get switched over until November 12. 12 13 It was at that time that Matt, who's in 14 customer service or tech support, I'm not sure of his exact title at S&S Communications, extended our 15 16 contract to November 1 of 2006. 17 Okay. And then basically you had service, satisfactory 0 18 service, through some point? 19 Α For the most part. We did have some problems with our 20 800 number. Customers would call from various 21 locations -- usually Sioux City, Iowa and places in 22 Minnesota and then subsequently some places in 23 North Dakota in that the 800 number would not work.

And at some point then did problems develop with the

Our outbound service always worked.

24

25

1 service?

2

3

4

5

6

7

8

9

10

20

21

22

23

24

- A Well, there would have been. And I recorded a log of problems. Every time I called S&S I kept a log of what the problem was, who I talked to, where the call was if it was to us, where the call was made from, what number they were calling from so they could backtrack it.
- Q What I'm getting at is your service ended at some point.
- A Oh, yes. Our service ended on June 2.
- 11 | 0 June 2?
- 12 A 2003.
- Q Okay. You haven't had service since then with S&S?
- 14 A That's correct.
- 15 Q And did you then -- were you out of service for a 16 period of time?
- 17 A I am sure that that day -- I have to tell you that I
 18 was out of the country at that time.
- 19 Q Okay. If you don't know, don't answer.
 - A I do know. Because the person that I left in charge I instructed her to call two companies. One was our former carrier, and the other was a reseller that we had used prior to that. I told her to get quotes and whichever one was most reasonable to get that changed immediately. And they did on June 2. So our service

1 was switched over by that afternoon. And you did, in fact, pay the 8,700 --2 0 \$8,712. 3 Α 4 How was that payment made? Q Credit card. 5 Α And was your account debited? 6 7 Α Yes. And you have not had a refund of that money? 8 That's correct. 9 Α 10 Or you wouldn't be entitled to all of it. But of any 0 of it. 11 That's correct. 12 Α 13 Thank you. And now you're paying for phone service 14 from another company? 15 That's correct. Α Is there anything else you'd want to say to the 16 0 17 Commission, Ms. Fransen? 18 Well, probably I would like to say that I hope that Α 19 there is restitution to the people who have lost their 20 service, who paid in good faith to a company that was 21 established in South Dakota to whom we did not expect 22 to be -- to have this happen to us. 23 So I don't envy you, your job, but I know

MR. SMITH: Thank you. I have no

that you will do the best that you can.

24

1	further questions.
2	MS. AILTS WIEST: Any cross?
3	MR. SANNES: Not for this witness.
4	CHAIRMAN SAHR: Thank you.
5	Ms. Fransen, thank you very much for coming to
6	town. We really appreciate it.
7	THE WITNESS: You're welcome.
8	CHAIRMAN SAHR: Actually I have a
9	couple of questions. I'm over here.
10	THE WITNESS: You sound like
11	you're
12	CHAIRMAN SAHR: Booming out of the
13	speakers. I'm throwing my voice. No. But I do
14	have a couple of questions. I want to thank you
15	for coming to Pierre and taking time out of your
16	schedule. We appreciate that.
17	Did you get any notice telling you your
18	service was going to end on June 2?
19	THE WITNESS: I do not believe so.
20	I am secretary-treasurer for Intercept, and that's
21	why I was involved with we were making kind of a
22	joint decision. At least we were meeting together.
23	Our decisions were separate.
24	Doug Bierschbach called Benchmark Foam the
25	morning of June 2 and informed them that their

1 service had been disconnected over the weekend. 2 Benchmark Foam still had service on the morning of 3 June 2, and that service was disconnected in the 4 afternoon. 5 CHAIRMAN SAHR: Okay. And, I guess, 6 what I was getting at is this was unexpected as far 7 as you thought your phone would continue into 2006 8 or 8 or something? 9 THE WITNESS: Definitely, yes. 10 CHAIRMAN SAHR: I just wanted to 11 make sure we were all straight on that. And I 12 presume this is the case, but your company makes 13 and receives calls from South Dakota residents? 14 THE WITNESS: Yes. 15 CHAIRMAN SAHR: Do you have any idea 16 how many lines your company has? 17 THE WITNESS: Nine. 18 CHAIRMAN SAHR: Nine. Okay. 19 And then I want to caution you to be careful not to 20 discuss anything we talked about when the 21 confidential part was being discussed. So just be 22 careful discussing things relating to the balance 23 sheet. But I don't think there was any problem 24 with asking this question. 25 Without the review of the financial statement

1	that you had or the financial documents that you
2	reviewed and without the information that you saw
3	during that review, would you have entered into the
4	agreement with S&S?
5	THE WITNESS: No.
6	CHAIRMAN SAHR: And was it your
7	understanding that S&S was also comprised of
8	another business enterprise, a wireless service
9	that had assets as well?
10	THE WITNESS: Yes.
11	CHAIRMAN SAHR: And was that
12	presented to you as part of the sales pitch?
13	THE WITNESS: Yes.
14	CHAIRMAN SAHR: Thank you.
15	MS. AILTS WIEST: Any other
16	questions from Commission? Any redirect?
17	MR. SMITH: No.
18	MS. AILTS WIEST: If not, thank you.
19	THE WITNESS: You're welcome.
20	MS. AILTS WIEST: Do you have
21	another witness, Mr. Smith?
22	MR. SMITH: I think we have two more
23	people who relate to one more situation, and that's
24	it for the people. And then we have Keith.
25	MS. AILTS WIEST: Do you want to

1 take a break now, or do you want to hear from the 2 next? 3 CHAIRMAN SAHR: Why don't we take --4 does 15 minutes sound good to everybody? Should we take a 15-minute break? Here's what I'm thinking. 5 6 We go up until about 5. Then we take an hour and a 7 half for dinner, and then we come back at 6:30 and 8 keep going. 9 That would be my proposal. And I'm throwing 10 it out there not talking to anyone else in the 11 But I think it's important that we continue room. 12 this matter, that we do everything we can to finish 13 it today. 14 We've got other things scheduled at the 15 Commission. And certainly I think from other than -- I don't know what your travel schedule is 16 17 like --18 MR. SANNES: Three hours. 19 CHAIRMAN SAHR: I assume one trip to 20 Pierre is better than two. 21 MR. SANNES: Most certainly is. 22 COMMISSIONER BURG: The only 23 question is does anybody have dinner plans? If 24 we've only got half an hour left at 5, I'd hate to 25 break and come back for a half an hour if somebody

has a plan.

CHAIRMAN SAHR: And I appreciate your optimism. I almost wonder if I should even make the point I'll go along with that. And I think that's a good point.

I do have something that I have to do at 5 o'clock, though. It's not dinner plans. I've got day care considerations. So I have to pick up my daughter sometime between 5 and 5:30 so that's why I would like to make the break then.

I assume everyone has to eat sooner or later. If we're within minutes of getting done, 5:25 is not going to -- I can still make it then. But my guess is we're probably going to be farther out than that. But let's go ahead if we're that close.

COMMISSIONER BURG: Do you have any witnesses?

MR. SANNES: I will not be calling any witnesses today. I'll be more than happy to help ease things along so we're out of here as soon as possible today.

VICE CHAIR HANSON: I do have dinner plans, but this is obviously more important. As long as we're sharing, this is the first time since I've been elected that I've had my wife up here so

1		that I can show her how much fun Pierre is.
2		(Discussion off the record)
3		MR. SMITH: Staff calls
4		Keith Willard.
5		KEITH WILLARD,
6		called as a witness, being first duly sworn in the
7		above cause, testified under oath as follows:
8		DIRECT EXAMINATION
9		BY MR. SMITH:
10	Q	Keith, would you please state your name and spell it
11		for the reporter.
12	A	Keith Willard, K-E-I-T-H, W-I-L-A-R-D.
13	Q	And where do you live, Keith?
14	A	Dupree, South Dakota.
15	Q	And who is your employer?
16	A	1st Financial Bank USA.
17	Q	And where is 1st Financial Bank USA located?
18	A	We have a main office in Dakota Dunes and a branch
19		office in Dupree.
20	Q	Is there also a facility in Sioux Falls?
21	A	That's our credit card. Yeah. We have a credit card
22		facility in Dakota Dunes, and we also have one in
23		Sioux Falls.
24	Q	What's your position with 1st Financial Bank?
25	A	I'm the president and CEO.
	1	

1 And how long have you been president and CEO? Q 2 Α Oh, since '89. 3 '89? And how long have you been in the banking 4 business? 5 Α Since '67. 6 Can you describe just briefly -- maybe I'll wait until 7 the next witness to do that. Well, maybe I'll have you do this. 8 9 You're at the Dupree location. Are there 10 significant differences between the Dupree -- it's 11 getting to be a long day, the Dupree location and what 12 happens down in Dakota Dunes? 13 Α Yeah. Yes. We're more just a regular rural community 14 bank, and down in Dakota Dunes we have a branch -- or a 15 bank down there, but we also have a credit card 16 facility. 17 And there's probably 250 employees in 18 Dakota Dunes. Dupree we've only got about 18. 19 Q Okay. Now let's turn to S&S Communications. 20 you first hear of S&S? 21 Α I think I was contacted by a Paul Miller, and he called 22 me on the phone and talked a little bit about it and 23 set up an appointment. And this is probably in May or

2002. And was that just a cold call?

June of 2002.

24

25

Q

A Well, the first one was, and then he give me some figures and said that they could actually save us some money by enrolling in their program, and if we would pay them some money up front, then I think it was like one year's billing from our telephone company, they would provide us with three years service for that same up front money.

Q And after he gave you the -- did this happen via -- so you met with him first, he gave you some literature and

- Q And after he gave you the -- did this happen via -- so you met with him first, he gave you some literature and sort of described the program, and then later on did you have a discussion about specifics of the --
- A Yeah. He came in and give us some figures on what the fee was going to be after looking at about the last six months' telephone bills. And then I had asked him for some financial information, and he wasn't able to -- he showed it to me, but he wouldn't leave me a copy or anything.

But we looked like we were putting out about one year's telephone bill and there's substantial numbers on the financial statement and we thought it was probably worth the risk.

And it seemed to me like he had said he had been in the business for 12 or 13 years. And he give me a list of other businesses that had enrolled in the program or been using it for some time. And I called,

I think, two or three -- a couple of them that I knew. 1 And they said it was working out real well for them, 2 recommended it. 3 Okay. On the issue of the financial statements then Q 4 how did that come about? Is that something you asked 5 6 for? Did you ask to see financial information? Yeah. Normally before we do business with someone like 7 Α that, especially pay them up front, we like to know 8 9 what their financial condition is. Did Mr. -- I forget which one. Which one are we 10 0 11 talking about here? 12 Paul Miller. Α Did Mr. Miller then give you financial statements? 13 Q Well, he showed it to me but he said I couldn't keep it 14 Α and he didn't want me to copy it. But he showed it to 15 16 me. 17 And some guys, you know, if they're not 18 publicly traded there, they really don't want those financial statements out. So I guess I kind of went 19 20 along with him. 21 And that financial statement I'm trying to get -- I 22 suppose do we have to -- is anybody in here anymore? MS. AILTS WIEST: 23 Yes. 24 I quess we have the MR. SMITH: newspaper over here. I was going to go through a 25

1	few questions about what was on there, unless the	
2	Commission have we heard enough of that or	
3	Q Maybe I'll just ask you this. Was the data on those	
4	financial statements	
5	MR. SMITH: I don't know if I can	
6	do this without asking him some questions.	
7	MS. AILTS WIEST: Okay. I'm sorry.	
8	Can we clear the room again?	
9	(Beginning of confidential proceeding)	
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1 (End of confidential proceeding) (BY MR. SMITH) Turning to Exhibit 15, which is the 2 0 3 document in front of you, that's information, is it not, that you faxed me after we talked on the phone? 4 Yes, it is. 5 Α 6 And I asked you to send me what you had from your file 7 involving the contract that you signed with S&S. Uh-huh. 8 Α 9 And is this that information? Q Yep. Yes, it is. 10 Α And it doesn't appear to be in any particular order, 11 0 but the 20,412 number, that was the total cost for a 12 13 three-year commercial plan? 14 Yes. Α And did you, in fact, pay for the service? 15 0 16 Yes. When we come up here and wrote up the contract on Α 17 July 3 he wanted his money at that time. So when we 18 signed it we give him the check. 19 Was it a cashier's check or just a straight check? 0 20 Α Oh, it would have been a bank money order. 21 Okay. A bank money order. And at this point in time 0 is your phone service with S&S still functioning? 22 23 They shut us off -- they didn't shut us off. No. No. Α

So we had to switch to another carrier.

They were getting ready to right after the 1st of June.

24

1	Q	So you did have some advance notice, did you, that that
2		was going to happen?
3	A	Just Troy Clavel, one of our other employees, talked to
4		him and he was trying to get hooked up down at the
5		Dunes and they told him they were in the process of
6		filing bankruptcy
7		MR. SANNES: Object to that, have it
8		stricken as hearsay and also nonresponsive to your
9		question.
10		MS. AILTS WIEST: Sustained.
11		MR. SMITH: Okay. Mr. Clavel is
12		here, and he will testify as well. So we'll talk
13		to him about that.
14	Q	Now earlier you had stated you evaluate this
15		transaction let me ask you this. When did they hook
16		you up after the the date of the contract was
17	A	July.
18	Q	July of 2002.
19	A	Yeah. It took about, oh, maybe 10 days to get
20		everything up and running.
21	Q	Mid-July then you were hooked up?
22	A	Uh-huh.
23	Q	And your phone service lasted until when with S&S?
24	A	Until right at the first part of June.
25	Q	Right at the first part of June?

1	A	Yeah.
2	Q	So you had about 10 and a half months worth of service?
3	A	Right.
4	Q	Now earlier you had stated that you felt that given
5		your previous cost of phone service that you needed
6		that in one year you would basically recoup your cost.
7	A	Yeah. If we could have run about 13 months, we
8		wouldn't be out any money. We'd just be out the two
9		years' service that they had said they'd provide.
10	Q	So at this point in time so from your particular
11		1st Financial Bank in Dupree's point of view you're not
12		out a whole lot of what you paid?
13	A	No. No, we're not.
14	Q	And your deal didn't work out that badly for you.
15	А	Right. That's right.
16		MR. SMITH: I really don't have
17		anything else for this witness.
18		MS. AILTS WIEST: Do you have
19		anything?
20		MR. SANNES: No, ma'am.
21		MS. AILTS WIEST: Commissioners, any
22		questions?
23		VICE CHAIR HANSON: If I may,
24		Mr. Chairman.
25		CHAIRMAN SAHR: Yes.

VICE CHAIR HANSON: Mr. Willard, 1 when you were assessing whether or not you were 2 going to do business with S&S and they provided you 3 with the financial statements, would you have done 4 business with them if you had not received that 5 6 information? 7 THE WITNESS: No. We normally check on any of our vendors that we do business with. We 8 want a financial statement. And one of the -- the 9 other thing was calling of these other businesses 10 that have been doing business with them. 11 So between the two that's pretty much the 12 reason that we went with them. 13 VICE CHAIR HANSON: And you received 14 approximately one year's worth of service from your 15 16 contract? THE WITNESS: Yeah. Right. 17 VICE CHAIR HANSON: So there were 18 another two years left on the contract. 19 THE WITNESS: Yeah. I think it 20 would be the full 12 months would have been up at 21 the end of July. And we lost their service the 22 first part of June. 23 VICE CHAIR HANSON: All right. 24 Thank you very much. 25

1	COMMISSIONER BURG: Did you find it
2	odd or did you have any problem with the fact that
3	they wouldn't let you have a copy of the financial
4	statement, all you could do is see it?
5	THE WITNESS: Well, it isn't the
6	first time that I run into it. But it is a little
7	strange that they wouldn't give us a copy. But it
8	isn't the first time people have objected to it.
9	But usually when you tell them we've got to have
10	it, they'll come across and give you one.
11	But in this case he give it to me to examine,
12	but he didn't want me to write down any numbers,
13	and he wouldn't let me make a copy of it.
14	COMMISSIONER BURG: Did you see any
15	verification of it being certified, verified in any
16	way?
17	THE WITNESS: No. It looked like it
18	probably come out of a report, like an accountant's
19	report.
20	COMMISSIONER BURG: But there was no
21	assurance to you that an accountant had reviewed it
22	or anything?
23	THE WITNESS: No.
24	COMMISSIONER BURG: That's all I
25	have.

1	CHAIRMAN SAHR: Mr. Sannes, would
2	you stipulate to for this witness and any other
3	future witnesses that there was an intrastate
4	component to the service, or do you want me to ask
5	that question every time?
6	I wish I would have asked that question at
7	about 10:15 this morning.
8	MR. SANNES: I'll stipulate to that.
9	CHAIRMAN SAHR: Okay. You'll
10	stipulate to that. Do you know how many lines this
11	affected with your business, how many phone lines
12	you have at Dupree?
13	THE WITNESS: I think we had 20
14	lines.
15	CHAIRMAN SAHR: And are we having
16	someone else who's going to testify about
17	Sioux Falls, Dakota Dunes?
18	MR. SMITH: Yes.
19	CHAIRMAN SAHR: Nothing else.
20	MS. AILTS WIEST: Have you moved
21	Exhibit 15 in?
22	MR. SMITH: Pardon me. We offer
23	Exhibit 15.
24	MS. AILTS WIEST: Is there any
25	objection.

1	MR. SANNES: No objection.
2	MS. AILTS WIEST: Okay. 15 has been
3	moved and admitted.
4	MS. AILTS WIEST: Further questions?
5	If not, thank you.
6	THE WITNESS: Thank you.
7	MR. SMITH: Troy Clavel.
8	MR. SANNES: As they're bringing
9	this witness in, for the record to ease things
10	along I've already spoken to counsel for the
11	government. I will not be objecting to the exhibit
12	itself, but I will ask that pages 2 and 3 on the
13	fax, the details and the terms, are treated as
14	confidential.
15	It is my understanding that the government
16	does not have an objection to that.
17	MR. SMITH: I don't.
18	MS. AILTS WIEST: The entirety of 2
19	and 3?
20	MR. SANNES: The details and terms
21	of pages 2 and 3, yes.
22	MS. AILTS WIEST: Which would be
23	what portions? All of it?
24	MR. SANNES: Yeah. Starting off
25	well, Paragraph 1 I don't have a problem with, but

1	starting with paragraph 5, 6, 7, 8, 9, 10, 11, 12,
2	through the bottom of the page and then also the
3	second part of that the whole page 3.
4	The terms and conditions, I believe that's
5	trade practice. And I don't believe that's any
6	problem with being confidential.
7	CHAIRMAN SAHR: What about the total
8	contract amount because
9	MR. SANNES: I don't believe that's
10	a problem.
11	CHAIRMAN SAHR: And that's actually
12	been something that came up at the last meeting
13	without objection of S&S's counsel.
14	MR. SANNES: Certainly. I do not
15	have a problem with that.
16	MS. AILTS WIEST: Okay. Then for
17	Exhibit 16 do the parties stipulate to entering it
18	with those terms and conditions being confidential?
19	MR. SMITH: I have no problem. The
20	only concern I expressed is the total dollar amount
21	is already in the public record, and I don't have a
22	problem.
23	MR. SANNES: And we acknowledge that
24	and would not object to that amount being in.
25	MS. AILTS WIEST: If there's no

1 objection, we'll just admit Exhibit 16 with those 2 portions treated as confidential. 3 TROY CLAVEL, 4 called as a witness, being first duly sworn in the 5 above cause, testified under oath as follows: 6 DIRECT EXAMINATION BY MR. SMITH: 7 8 Troy, do you want to state and spell your name for the 9 reporter, please. 10 Troy Clavel. That's C-L-A-V, as in Victor, E-L. Α Where is your home? 11 12 Sioux Falls, South Dakota. Α 13 And you're employed by 1st Financial Bank? 14 Correct. Ά 15 And what division of 1st Financial Bank are you 16 employed by? 17 Credit card division. I'm in IS operations. Α 18 0 What is IS operations? 19 Information services. Α 20 0 And what are the locations of those operations? 21 Α The two locations in South Dakota is Dakota Dunes, 22 South Dakota and Sioux Falls, South Dakota. 23 What's your position with the company? 0 24 Α Vice president. 25 Okay. And is it vice president of something, or is it Q

200 1 those two things? 2 Α Vice president of IS operations, correct. 3 Okay. And can you just briefly, real briefly, describe 4 the operations and how that relates to what goes on 5 elsewhere in the bank? We are the credit card side of the operation. 6 7 retail banking operations consist of Dupree, the 8 original founding bank, and a retail bank in 9 Dakota Dunes. The credit card operation is separate 10 from them. 11 Q Okay. By retail bank, does that just mean a normal bank? 12 13 Α Correct. 14 Okay. So the credit card operation is in Sioux Falls Q 15 then? 16 Α Yeah. Primarily based out of the Dunes. 17 And is the credit card operation a major consumer of Q 18 telephone --19 Very much a major consumer, yes. Α 20 0 Of telephone communications services. And so for you 21 cutting costs in the telephone sector is a very

important part of what you do --

1 And then how did you become involved with dealing with Q S&S Communications? 2 I believe it was about June of 2002 Keith Willard, the 3 Α bank president from Dupree, contacted me and told me 4 5 that he was approached by this gentleman from 6 S&S Communications with an interesting proposition. 7 And were you sort of kept in the loop as that 0 progressed --8 9 Α Yes. 10 -- up in Dupree? Q 11 Yes, I was. Α So you were aware when the Dupree branch signed a 12 Q 13 contract with S&S? 14 \mathbf{A} Yes, I was. Uh-huh. Okay. And then what occurred following that event --15 16 or maybe it even occurred before then -- to bring S&S to your particular set of operations? 17 Basically I was involved during the negotiation of the 18 Α Dupree contract. We did some due diligence, called 19 20 around. We looked at their referral list, a few of 21 those that I recognized I called directly and asked how 22 their service had been and for how long they had the 23 service and if they had had any complaints and so

And then we just basically did a financial

24

25

forth.

analysis of the cost breakdowns from what we were 1 paying currently versus what they were bringing to the 2 table, and it was significant. 3 And as a part of your due diligence that you conducted 4 0 relative to this thing, besides just the money saving 5 part of it, what were the elements of that, if you 6 could describe those? 7 Basically working with the president of the Dupree 8 Α bank. He had contacted a few of the reference accounts 9 who he recognized. I contacted one that is actually a 10 11 local car dealership here in Pierre that I had done business with before and know personally. 12 What about the issue of financial information? 13 Q that come up at all? 14 The financial information came up in a conversation 15 Α with the chairman, and we requested of them a copy of 16 17 their financials. 18 And did you receive that? 0 We did not receive it. However, as a compromise the 19 Α 2.0 sales representative agreed to bring a copy of the financials prior to our signature of the Dupree 21 contract and allow Mr. Willard to review the 22 financials. 23 And without getting into -- did you and Mr. Willard 24

then discuss the specifics of the financials?

1 Α I didn't really ask specifics, other than they looked 2 like a worthy entity and that it was my indication that 3 they were. 4 0 And so was your, I guess, way of dealing with that then 5 to allow the president and CEO of the company, Mr. Willard, to make that judgment call concerning the 6 7 financial integrity of S&S Communications? Α Correct. He was in a better position to make that 8 determination. 9 10 Based upon his review of what he had seen? Q 11 Α Yes. 12 With respect to the phone services that you purchased from S&S then ultimately, can you describe for those 13 14 what we're talking about in terms of number of lines and what the nature of the phone services were? 15 16 Α Well, in our case there were two separate contracts, 17 one dated for the Dupree operation. I think it was 18 signed the 3rd of July 2002. And out of those negotiations doing business with them we watched them 19 20 for a few months, and we were satisfied with their 21 service. 22 We began engaging negotiations to contract 23 for three long distance T1s to our Dakota Dunes 24 operation to enhance our existing T1s that we have in

25

that facility.

1		And basically what we agreed upon was three
2		T1s, 300,000 minutes
3		MR. SANNES: Objection. I believe
4		at this point in time we're going to start getting
5		into a little bit of the confidential.
6	Q	Without getting into we have a document that may be
7		able to speak to that. What I'm kind of getting at is
8		a general description of
9		Let me ask you this. Was this in addition to
10		services that you had from other carriers?
11	A	That is correct.
12	Q	This was not a substitution of services?
13	A	This was not a substitution.
14	Q	Okay. And the services you were going to purchase were
15		T1 services?
16	A	Correct.
17	Q	Okay. And did your discussions involving the purchase
18		of T1 services eventually result in a contract with S&S
19		Communications?
20	A	Yes, sir.
21	Q	And I guess I haven't given it to you yet.
22		(Mr. Frazier hands witness document)
23	Q	Mr. Frazier just handed you what has been marked as
24		Exhibit 16, appears to be a fax from 1st Financial Bank
25		USA to me. Is this a document that was sent to me at
	I	

1 my request? 2 Α Correct. 3 After we spoke? Uh-huh. 4 Α And would you describe for the Commission without 5 getting into details just what this is? 6 This is a facsimile of the actual contract that was 7 Α signed with S&S Communications for Dakota Dunes 8 9 operation. And what was the date on which this was signed? 10 0 September 30, 2002. 11 \mathbf{A} 12 The person whose name is listed as signing for 1st Financial Bank is not you. Would you explain who 13 14 that person is? This person is my counterpart, Wayne Nesje, who 15 Α is our vice president for customer service and is the 16 17 authorized signature officer for these types of 18 instruments. And that name, could you please spell that name. 19 I'm sorry. Wayne N-E-S-J-E, I believe. N-E-S-J-E. 20 Α That's correct. 21 Okay. We have an N-E-S-J-E and an H-E-G-Y-I there. 22 Q 23 was just remarking on a couple of names that have a 24 little bit of similarity but not a whole lot. Anyway 25 so Mr. Nesje signed for the chairman?

1	А	Correct.
2	Q	Were you present when that document was signed?
3	A	Yes, sir, I was.
4		MR. SMITH: With the
5		confidentiality stipulation I would offer this
6		exhibit.
7		MS. AILTS WIEST: It's already been
8		admitted.
9		MR. SMITH: Oh, I'm sorry.
10	Q	Just calling your attention to the bottom of the page,
11		because this is not confidential, the amount of the
12		contract was what?
13	A	\$156,600.
14	Q	And that was paid by wire transfer?
15	A	Yes, it was.
16	Q	And for how many years without getting into
17		specifics what the details was, for how many years
18		worth of service were you prepaying?
19	A	This was for 18 months of service.
20	Q	Have you received the 18 months of service?
21	A	We've received zero months of service, zero months,
22		zero days, zero hours of service.
23	Q	So you've gotten absolutely nothing for your \$156,000?
24	A	That's correct.
25	Q	Is there any indication that you know of have you

1 been told by anyone from S&S that you are likely ever 2 to receive your 156 -- anything for your \$156,000? 3 We have been told by their agent carrier that we will not receive service through S&S Communications. 4 5 MR. SMITH: I don't think I have any 6 other questions, Troy. 7 MS. AILTS WIEST: Do you have any 8 cross, Mr. Sannes? 9 MR. SANNES: Not for this witness. 10 MS. AILTS WIEST: Commissioners. 11 CHAIRMAN SAHR: Mr. Clavel, you 12 entered into this agreement in September of 2002; 13 is that correct? 14 THE WITNESS: Correct. 15 CHAIRMAN SAHR: And as far as I know 16 or from the testimony that I've heard, it appears 17 that S&S was offering long distance service to its 18 customers up until June of 2003 or the beginning of 19 June of 2003. 20 I'm just curious. Do you know why the long 21 time between when you entered into the agreement to 22 when it appears that you probably could have had 23 service? 24 What happened there? Do you know why there's 25 that gap?

THE WITNESS: Yes. There's an

explanation for that gap. On the original agreement we signed it on that date for service to start within 60 to 90 days, and the reason there is a delay is we were pulling in new lines, new Tls, which sometimes can be a long situation.

In December, about December 10 of 2002, we had contact with S&S Communications, and they told us that they were pulling lines in, however, they were the wrong circuits. We specifically ordered AT&T circuits, and they were pulling in circuits that were going to a company by the name of World Exchange in Chicago.

We told them this wouldn't be acceptable.

Their response back is, well, it will take 90 to

120 days to pull in AT&T circuits, which by my

experience is not unheard of.

We agreed to go ahead and bring these circuits on in and start to test those circuits that they would meet our standards. We have certain standards we have to meet in a call center. The circuit, I believe, arrived -- I'd have to look at my notes, but I believe arrived sometime in January.

We began to test the circuits. However, they

failed to meet our specifications so we agreed with S&S Communications to proceed with obtaining AT&T circuits as quickly as possible. They promised to expedite, and it took, ironically, right up until June 1.

I think it was the 31st of May when we actually received our three circuits after the comedy of errors of installations of T1 circuits into our facility.

CHAIRMAN SAHR: Excuse me one minute.

Did you get any assurances after

March 20, 2003 that you would be provided service?

THE WITNESS: Absolutely. Yes. It was that the service -- the salesperson said without fail this is going to happen. We kept getting delays. We'd get told it would be done by May 1, it will be ready by May 10.

And I finally gave them -- I said I need to know -- by June 1 these circuits have to be in and operational by June 1. So I basically gave them an ultimatum.

We were calling -- toward the end of May, first of June we were calling on a daily basis.

And I think it was on June 3 -- I think that was a

1	Tuesday. That's when we received their message on
2	their 800 number that we'd have to find services
3	elsewhere, that they were filing for bankruptcy.
4	CHAIRMAN SAHR: So you were getting
5	these assurances from April, May, even into June?
6	THE WITNESS: Even into June. On
7	Monday the 2nd of June we called S&S
8	Communications, and that was the only time they
9	failed to return our call that same day.
10	CHAIRMAN SAHR: And do you recall
11	who were the sales people you were dealing with
12	during that period of time?
13	THE WITNESS: The whole transaction
14	handled by the salesperson from S&S is Paul Miller.
15	CHAIRMAN SAHR: Thank you.
16	MS. AILTS WIEST: Any other
17	questions from Commissioners? Any redirect?
18	REDIRECT EXAMINATION
19	BY MR. SMITH:
20	Q Is your business predominantly interstate or
21	intrastate?
22	A It's interstate predominantly.
23	MR. SMITH: I hate to bring this up,
24	but I'm going to.
25	Q In your view are the calls on your T1 lines, would

1	those calls have been more than 90 percent interstate?
2	A Yes. Yes. Very much so.
3	MR. SMITH: Thank you.
4	MS. AILTS WIEST: Any further
5	questions of this witness? If not, thank you.
6	THE WITNESS: Thank you.
7	MS. AILTS WIEST: Who is your next
8	witness, staff?
9	MR. SMITH: Our next witness would
10	be Mr. Keith Senger.
11	CHAIRMAN SAHR: Do you have any
12	witnesses other than staff?
13	MR. SMITH: We do not.
14	MS. AILTS WIEST: Do you have any
15	guess as to how much time his direct testimony
16	would take?
17	MR. SMITH: We think around 2 and a
18	half hours.
19	MR. FRAZIER: 2 and a half to 3.
20	Possibly 3 hours.
21	CHAIRMAN SAHR: And we've had a
22	request in from counsel for S&S to consider
23	continuing a portion of the proceeding.
24	I do have a couple of questions, though, that
25	I think could play into that, and I'm going to

1	direct them to you, Mr. Sannes. And if you don't
2	know the answer, obviously
3	MR. SANNES: I'll be more than happy
4	to tell you.
5	CHAIRMAN SAHR: Great. Do you know,
6	what is the structure of S&S? Is it a partnership?
7	Is it a corporation? Is it an association? What
8	is the entity? What type of entity is it?
9	MR. SANNES: I can tell you that I
10	represent S&S corporation as it's been explained to
11	me and Les Sumption and Matt Swearingen. I could
12	not tell you anything more than that.
13	CHAIRMAN SAHR: Did they represent
14	themselves as a corporation?
15	MR. SANNES: I can't say. You know,
16	too many phone conversations. I just can't say.
17	CHAIRMAN SAHR: And that's fine.
18	Then, do you know, within the umbrella of S&S does
19	that also include the wireless or two-way radio
20	services as well?
21	MR. SANNES: I could not answer that
22	question for you at this time.
23	CHAIRMAN SAHR: Okay. Do you know
24	why your client stopped providing service to
25	customers in June?

1 MR. SANNES: I cannot answer that 2 question for you at this time. 3 CHAIRMAN SAHR: Do you know what 4 your client's plan is to make restitution to people 5 that they might owe money to? 6 MR. SANNES: I could not answer that 7 question with specifics at this time. That would 8 be just the best answer. 9 CHAIRMAN SAHR: I think one of the 10 issues that you brought up earlier is that you said 11 that S&S had always made its records available to 12 the Commission. And I think staff might --13 MR. SANNES: Disagree? CHAIRMAN SAHR: Well, I quess I'll 14 15 leave that up to them. But I will say this, there 16 was an order that S&S was to produce records by 17 June 21, which is a Saturday, which by my 18 understanding of the law would make the date to 19 produce those records June 23. 20 And the question I have is why didn't your 21 client produce those records and, in particular, I 22 mean, we're very concerned about not having a 23 customer list. 24 MR. SANNES: With all candor to this 25 tribunal, it is my understanding that from my

1 clients that their doors have been open at any point in time for staff to obtain information. 2 Also for this tribunal's information, my first 3 contact with this client came last Wednesday. And 4 the information that I have received I believe 5 there has been information that has been going to 6 7 the staff in regards to that information that you've just asked for. 8 MR. FRAZIER: We did receive a 9 filing on the 24th, which was a day late, and I 10 believe Mr. Senger would testify to the fact that 11 it was incomplete. 12 CHAIRMAN SAHR: Does it have a list 13 of customers? 14 MR. SMITH: It does. 15 16 MR. FRAZIER: It has customer names 1.7 and phone numbers. CHAIRMAN SAHR: Does it have the 18 information we requested in our order? 19 MR. FRAZIER: No. I don't believe 2.0 21 it has all of the AFC information we need. MR. SMITH: And it did not contain 22 23 financial statements once again. MS. AILTS WIEST: Was that put into 24 25 the docket?

1	MR. FRAZIER: No.
2	MS. AILTS WIEST: Why not?
3	MR. SMITH: Was what put into the
4	docket?
5	MS. AILTS WIEST: The information
6	that they sent.
7	MR. SMITH: Well, we were going to
8	introduce it here.
9	MR. FRAZIER: I don't know if
10	Delayne actually got it into the docket or not.
11	MR. SMITH: I don't know. It might
12	be in there.
13	MR. FRAZIER: We received it. I
14	sent it off to Keith, which is the normal pattern
15	for when we receive answers to data requests.
16	Now this was in response to an order. So I
17	imagine it should have been put on the docket if it
18	was in response to an order. And I guess I can't
19	testify as to whether Delayne did or didn't get it
20	in.
21	CHAIRMAN SAHR: And earlier you
22	discussed the lifetime ban that was noticed as a
23	possible issue for the Commission.
24	What basis do you have to say that that would
25	be unconstitutional? I mean, was that just a

general feeling, or do you have some sort of legal authority to say it would be unconstitutional for this Commission to impose such a ban?

MR. SANNES: At this point in time I cannot cite to a specific case law or statute that would articulate where a lifetime ban would be unconstitutional. But I believe that no evidence has been presented that would show that it was the authority of the Commission to have a lifetime ban. The other point would be that we clearly believe in this case it would be overreaching.

If you want me to get into the argument in regards to the lifetime ban, I'm more than happy to. But you're asking me what specifically case law am I pointing to? I cannot point to that at this point in time.

CHAIRMAN SAHR: And I wasn't jumping the gun on what the evidence says. And I understand that's your job to put that on on behalf of your client.

The question I have, though, is you're an attorney. If you commit certain acts that the State Bar Association and the Supreme Court of South Dakota would find -- and I'm not saying you have -- are saying would find that are not

2

3 4

5

6 7

8

9

10

11

12 13

14

15

16

17

18

19

20

21

22

23

24

25

appropriate, couldn't they take your license permanently?

MR. SANNES: Certainly can take my license. But I do believe there are also provisions where they can reapply. I don't believe it specifically comes out where an individual is disbarred and says they have a lifetime ban.

Further, from my understanding from my clients what is this lifetime ban going to include? mean, can my guy even work on a telephone line? What is the scope of that? There are many questions that could be brought up by exactly what this lifetime ban is.

And getting to the reality of the point, if either of my clients appeared in front of this Commission next year asking for a Certificate of Authority, I would venture on a limb to state their chances of getting it would be probably pretty slim.

So realistically I think that we're coming in with open hands saying revoke our Certificate of Authority, go ahead and take the bonds. We understand that our books are open. If they come up and they ask for something, they're going to get it. My clients have told me that.

COMMISSIONER BURG: Let me ask it this way. Why is this we have to go to Aberdeen to get those books when I think our rules require that stuff to be filed with the Commission?

MR. SANNES: And, sir, without making any presentations or something that is not supported by the record -- because there's three, four other attorneys that I believe have been working with the staff, and I have not had a chance to discuss this. I am on very short notice, and I want to put that out here today.

But it's my understanding they are trying to provide in compliance with the staff on these documents. I have not had a chance to discuss with staff until today these concerns. I have not had relayed to me specifically the things that are missing.

COMMISSIONER BURG: But you've said several times today the office is open, they could come up and review it at any point, and I'm not thinking that's where the burden lies.

MR. SANNES: And I'm not saying it does. What I'm trying to say is in good faith this company is willing to open its doors to let the staff come in. And if they're looking for a

specific piece of information, they know they have 1 2 to provide it. 3 COMMISSIONER BURG: I'm sure we can 4 get to the point of the number of data requests for 5 information that's gone out and have been unanswered because it's been going on for over six 6 7 months. 8 MR. SANNES: And, sir, I cannot 9 answer for six months because I was not the counsel of record for that time. 10 11 COMMISSIONER BURG: But I get the 12 feeling you sort of have been trying to. 13 MR. SANNES: I am not trying to make 14 excuses for this company. When we spoke specifically with these individuals we specifically 15 16 came to the conclusion that today -- I mean, we 17 went through what the staff wanted, their 7 points 18 on their petition. 19 And if I can have one second to find it --2.0 VICE CHAIR HANSON: While you're 21 looking, if I may, Mr. Chairman. 22 CHAIRMAN SAHR: Yes. 23 VICE CHAIR HANSON: Mr. Sannes, I'm 24 trying to recall from the discussion, when did you 25 say you started working with S&S? When did they

1 contact you? 2 MR. SANNES: My first conversation 3 with S&S -- and I don't believe I'm violating 4 attorney-client -- would be Wednesday afternoon, 5 sir. 6 VICE CHAIR HANSON: All right. 7 MR. SANNES: And I'm in a tough position as a defense attorney you understand, 8 9 sir -- or an attorney, I don't want to break any 10 attorney-client privilege. 11 VICE CHAIR HANSON: It's no problem. 12 I don't think there's any on when you started 13 working for them. It gives me a little bit of 14 insight as to how familiar you might be with all of the information and our need to know certain 15 16 information. And perhaps the testimony from Keith 17 will be as enlightening to you as to us. CHAIRMAN SAHR: 18 Thank you. 19 don't we go into executive session then. 20 (A short recess is taken at which time the 21 Commission goes into executive session) 22 MS. AILTS WIEST: At this point in 23 time I believe the Commission would propose that we 24 reconvene at 8:30 on Wednesday. 25 Is there any objection from anyone?

1	MR. SENGER: I'm not going to say a
2	word.
3	MR. SANNES: No objection.
4	MS. AILTS WIEST: Okay. Then we'll
5	reconvene.
6	COMMISSIONER BURG: Maybe for
7	information we should tell them we're going to
8	recess at 11 for two hours.
9	MS. AILTS WIEST: At this point it
10	looks like we may recess at 11 until 1.
11	CHAIRMAN SAHR: We have some
12	scheduling issues and I think we'll work on that
13	and stay in touch with counsels about that, but at
14	this time I think we're premature to say anything
15	other than to say our plan is to start at 8:30 on
16	Wednesday.
17	And I guess I would also state that I would
18	encourage the attorneys to sit down and see what
19	might be able to be stipulated to and
20	MR. FRAZIER: We'll do some
21	trimming.
22	CHAIRMAN SAHR: Well, you don't have
23	to. You need to put on your case.
24	MR. FRAZIER: Sure. With
25	foundation. This will be great because it will

1	give him an opportunity to see our exhibits, and we							
2	won't have to go through the foundation work.							
3	So we'll take the time to make an efficient							
4	presentation of testimony.							
5	COMMISSIONER BURG: We'll get those							
6	documents into our file; right?							
7	MR. FRAZIER: Yes. We'll make sure							
8	that Delayne does those right away, and I apologize							
9	for any inconvenience for the Commission.							
10	MS. AILTS WIEST: Anything else							
11	before we close for the day?							
12	If not, I'll see everybody back here Wednesday							
13	at 8:30.							
14	(Proceedings in recess at 5:45 p.m.							
15	until July 2, 2003)							
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

1	STATE OF SOUTH DAKOTA)
2	:SS CERTIFICATE
3	COUNTY OF HUGHES)
4	
5	I, CHERI MCCOMSEY WITTLER, a Registered
6	Professional Reporter and Notary Public in and for the
7	State of South Dakota:
8	DO HEREBY CERTIFY that as the duly-appointed
9	shorthand reporter, I took in shorthand the proceedings
10	had in the above-entitled matter on the 30th day of
11	July 2003, and that the attached is a true and
12	correct transcription of the proceedings so taken.
13	Dated at Pierre, South Dakota this 11th day
14	of July 2003.
15	
16	
17	Chui Mc Comsung Wille
18	Cheri McComsey Wittler Notary Public and
19	Registered Professional Reporter
20	
21	
22	
23	
24	

CONFIDENTIAL



vvoid ilidex	[1] 0.6	[2] 158:13 158:20	[61] 2:13 2:14 2:15 2:17 2:19 2:20 2:
c	L	199	21 2:22 2:23 2:24 2:25 3:3 3:4 3:5 3:
			7 3:7 3:8 3:10 3:11 3:13 3:15 3:15 4:
	L-3 - · · · · · · · · · · · · · · · · · ·	[1] 2:10	24 13:23 28:2 28:10 28:20 45:22 66:4
F13 AA-5		19:14:29	78:15 96:20 101:7 106:15 107:20 127:
1610 E00	L-3 · ·	[1] 65:19	8 128:14 130:16 132:4 132:10 132:18
1 2 -		19th	132:23 134:19 136:17 143:18 145:5
14400 000	[9] 3:5 82:11 83:7 83:9 83:10 83:14	[1] 28:18	145:21 146:3 149:19 149:23 153:13
F11 164.10	83:16 89:21 94:10	1:15	187:5 187:24 188:1 191:17 197:12
14400	11	[2] 101:11 101:11	197:19 197:21 198:3 209:25 211:19
\$102 [1] 116:5	[14] 3:6 39:25 105:5 109:14 126:2	1st	211:20
	126:10 126:24 134:19 145:21 147:6	[10] 35:23 180:16 180:17 180:24 191:	3,360
\$11,700 [3] 38:14 40:6 48:7	187:5 198:1 221:8 221:10 11,700	24 193:11 199:13 199:15 204:24 205: 13	[2] 61:22 62:2
		13	30
	[3] 41:22 42:2 48:20	2	[4] 1:7 4:7 159:2 205:11
[1] 61:16	11,728	<u> </u>	300,000
	[1] 37:23	2	[1] 204:2
[1] 108:19	11-6	[44] 2:14 3:6 3:14 4:20 28:2 28:5 37:	30th
\$14,562.28	[1] 105:19	7 37:8 38:4 47:9 54:19 65:24 78:15	[2] 3:20 223:10
[3] 107:9 109:8 117:6	111	78:20 81:10 87:3 106:21 119:13 127:	31st
\$156,000	[2] 2:25 2:25	8 128:14 132:4 132:10 132:18 132:23	[1] 209:6
[2] 206:23 207:2	115	134:4 134:10 134:19 143:18 145:5	34
\$156,600	[1] 2:6	145:21 146:3 153:7 173:10 173:11	[3] 2:20 2:20 102:15
[1] 206:13	11th	173:25 175:18 175:25 176:3 197:12 197:18 197:21 211:17 211:19 222:15	35
\$2,000	[1] 223:13		[1] 40:20
[5] 87:3 92:3 92:15 93:4 99:24	12	2,000	[1] 40:20 36
\$200	[14] 3:8 103:1 138:4 138:16 145:7	[1] 92:6	[4] 2:21 2:21 2:22 2:22
[1] 86:11	147:9 147:12 148:25 156:4 164:13	20	
\$23,465.28	172:12 182:23 194:21 198:1	[5] 8:16 35:5 56:17 196:13 209:13	365
[1] 77:1	12-21-00	20,412	[1] 188:14
\$3,360	[1] 2:13	[1] 191:12	3rd
[2] 55:7 57:11	120	2000	[3] 28:13 39:3 203:18
\$35,100.84	[1] 208:16	[2] 28:4 124:16	A
[3] 148:16 151:5 151:10	122	2001	4
\$46	[1] 2:7	[2] 185:6 187:9	4
[1] 61:14	13	2002	[18] 2:18 5:2 10:10 14:7 28:2 28:22
\$500	[5] 3:9 147:25 148:12 182:23 193:7	[22] 73:13 74:16 74:18 75:13 87:19	28:24 45:18 45:22 78:15 106:16 109:
[2] 88:17 93:2	134	103:6 103:12 103:21 149:8 159:14	7 127:8 137:19 148:4 159:10 159:11
\$6,219	[2] 3:7 3:7	159:15 164:13 168:25 171:9 181:24	159:13
[1] 93:8	138	181:25 192:18 201:3 203:18 205:11 207:12 208:7	4-17-03
\$700	[2] 3:8 3:8	207:12 208:7	[1] 38:6
[4] 86:8 99:6 99:14 100:8	14	[27] 1.7 3.20 A.7 A.1A 7.12 8.16 28.7	
\$8,200	[8] 3:11 30:19 161:2 164:13 168:25	[27] 1:7 3:20 4:7 4:14 7:13 8:16 28:7 28:13 28:19 35:5 39:2 51:16 51:17 52:	[2] 2:3 159:2
[1] 85:5	171:9 171:11 171:24	14 52:15 55:18 56:4 56:18 73:9 149:	406
\$8,212	14,000	21 173:12 207:18 207:19 209:13 222:	[1] 110:17
[1] 95:14	[1] 118:5	15 223:11 223:14	412
\$8,219	14,562.28	2006	[2] 3:19 4:8
[3] 82:19 83:17 92:19	[1] 120:9	[2] 172:16 176:7	
\$8,712	148	20:10:24:04	44
[1] 174:3	[2] 3:10 3:10	[1] 11:3	[2] 95:16 100:2
\$8,712.09	15	20:10:24:04:05	45
[1] 172:2	[15] 3:12 51:15 123:19 123:21 149:17	[2] 9:10 10:18	[3] 111:13 111:18 114:20
	153:24 153:25 158:13 178:4 186:10	20th	48
1	190:8 191:2 196:21 196:23 197:2	[1] 28:7	[3] 77:6 77:10 100:1
	15-minute	121	49
' 67	[1] 178:5	[2] 28:4 213:17	[1] 2:4
[1] 181:5	151	210	49-31-3
'89	[1] 2:7	[1] 2:10	[1] 9:21
[2] 181:2 181:3	1 56	22	49-31-7.1
Λ	[1] 207:2	[1] 41:24	[2] 5:1 14:1
0	」157	22nd	E
09	[1] 2:8	[1] 74:15	5
[1] 172:3	16	100	5
[1] 172.5	[6] 3:14 4:14 51:15 198:17 199:1 204:	[1] 213:19	[17] 2:20 5:5 14:20 32:17 33:25 36:21
1	24	23,000	40:19 45:23 56:4 78:15 109:13 109:
	16293	[1] 41:24	15 178:6 178:24 179:6 179:9 198:1
1	[1] 107:18		5,000
[25] 2:12 4:15 7:14 7:17 13:18 28:2	177	240	
28:3 28:22 28:24 78:8 78:14 78:20 80	[1] 39:2	[1] 154:3	[1] 37:11
5 127:8 142:9 146:5 155:13 172:16	171	24th	50
188:7 197:25 209:5 209:18 209:20	[2] 3:11 3:11	[1] 214:10	[1] 41:20
209:21 221:10	18	250	500
1-6-03	[3] 181:18 206:19 206:20	[1] 181:17	[1] 3:19
[3] 81:24 81:25 81:25	180	28	54
10	[1] 2:9	[4] 2:13 2:14 2:17 2:19	[4] 2:23 2:23 2:24 2:24
[19] 3:4 3:21 4:6 75:24 78:9 80:5 82:	196	29	5:25
3 82:9 109:14 139:7 150:25 151:2 171:16 171:17 192:19 193:2 198:1	[1] 3:13	[8] 2:3 2:13 2:14 2:17 2:19 52:14 52:	L-3 - · · ·
208:7 209:18	197	15 55:23	5:30
	[1] 3:13	2nd	[1] 179:9
10-10	198	[1] 210:7	5:45
[1] 35:22	[2] 3:15 3:15	2	[1] 222:14
100	1988	3	5th
[2] 8:22 9:3	1,700	3	[2] 121:3 121:3
101			1 2-1

[4] 2:5 71:21 72:6 72:6 [1] 3:21 Admit Alcester 6 [2] 134:18 199:1 AAA [1] 50:6 [15] 122:15 122:18 122:20 122:21 Admitted 122:23 122:25 123:3 123:4 123:7 123: Alfalfa [17] 29:1 34:3 36:19 36:23 54:11 83: [23] 2:21 5:8 7:13 10:25 36:9 36:18 10 124:12 148:18 150:16 151:1 153:2 15 111:8 132:8 134:23 134:25 138:13 [1] 50:19 36:25 37:3 45:4 45:23 54:21 55:1 77: 138:21 148:13 155:12 171:25 197:3 Allow Aberdeen 12 84:3 107:14 109:13 114:20 140:14 [5] 71:4 131:22 161:7 202:22 203:5 [11] 5:7 14:22 17:10 108:6 120:10 206:8 153:6 187:13 187:16 187:17 198:1 135:16 137:20 164:24 166:21 167:11 Advance Allowed 6-19-03 [1] 192:1 [4] 17:17 21:4 129:4 167:21 [1] 2:18 Ability Advantage Alluded 6.5 [1] 127:17 [1] 16:1 [2] 169:4 187:13 [1] 185:9 Able Adverse Almost 60 [11] 53:1 63:6 68:23 84:12 104:2 113: [2] 23:11 24:22 [4] 85:5 161:20 161:21 179:3 [2] 61:14 208:4 12 156:10 182:15 186:1 204:7 221:19 Adversely Alone 600 Above-entitled [1] 16:16 [2] 116:6 138:17 [1] 9:19 [2] 3:18 223:10 Advise Amend 605 Absence [4] 66:15 66:18 67:17 70:7 [4] 2:16 2:19 28:11 28:19 [1] 110:15 [3] 18:18 18:20 19:15 AFC Amended 66 Absolutely [1] 214:21 [2] 2:14 28:5 [1] 61:14 [5] 55:20 137:1 137:16 206:23 209:14 Affect American 6:30 Abuse [1] 127:17 [1] 108:6 [1] 178:7 [1] 70:9 Affected Amount Acceptable 6A [4] 17:16 17:20 153:22 196:11 [34] 11:18 14:24 38:1 38:13 48:21 48: [4] 2:22 36:10 36:19 38:11 [1] 208:14 23 55:4 55:6 61:25 77:10 82:18 97:17 Afternoon 97:25 98:8 107:12 109:8 115:2 116: Accidental [6] 69:13 101:21 115:21 174:1 176:4 19 118:1 120:14 135:12 137:21 137: [1] 146:17 21 137:22 141:12 148:3 156:7 158:22 Account Agency 167:18 169:16 198:8 198:20 198:24 [1] 174:6 [3] 122:20 123:19 166:19 [9] 2:23 5:13 50:15 54:1 54:2 54:11 206:11 Accountant 109:13 198:1 219:17 Agent Amounts [1] 195:21 [1] 207:3 7-12 [2] 163:11 164:18 Accountant's [1] 149:6 Ago Analyses 7-12-02 [1] 195:18 [5] 14:15 103:1 137:8 185:12 189:17 [1] 23:3 [1] 149:1 Accounting Agree Analysis [1] 165:4 [6] 13:21 14:24 24:18 58:23 99:13 72 [1] 202:1 Accounts [1] 2:5 Analyst [4] 7:21 163:19 169:6 202:9 Agreed 7A [2] 7:10 11:25 [9] 18:7 38:2 83:1 101:6 136:3 202:20 Accurate [6] 2:24 54:1 54:11 55:25 56:2 56:3 Angel 204:1 208:18 209:1 [2] 90:8 92:4 [1] 38:23 8 Agreement Accurately [13] 2:23 2:25 3:4 3:11 3:12 38:5 54: Angerhofer [1] 187:24 [11] 2:7 122:2 122:3 122:11 122:11 19 76:7 137:18 177:4 207:12 207:21 Achieve [**10**] 2:25 93:24 105:4 105:16 109:14 111:5 111:7 117:19 176:8 198:1 122:12 128:2 128:20 140:20 151:14 208:3 [1] 157:14 152:6 Agreements Acknowledge 8,219 Animal [3] 10:8 19:10 20:24 [1] 198:23 [2] 72:21 72:22 [2] 92:10 92:14 Ahead 8,700 [1] 174:2 Acquainted [15] 4:2 42:12 69:21 71:16 79:3 134: Answer [1] 73:8 17 134:23 140:18 142:5 143:3 146:22 [17] 17:4 63:13 63:20 63:21 77:15 89: Acquire 20 89:25 95:19 142:20 173:19 187:2 8,712.14 163:3 179:15 208:18 217:22 [2] 106:18 147:14 212:2 212:21 213:1 213:6 213:8 219:9 Ahold [1] 81:3 Act Answered [5] 32:2 32:3 39:20 39:20 42:22 [5] 62:20 109:21 117:11 156:22 165: 23 80 [1] 5:21 Ailts [1] 151:3 Acted 80,000 [163] 1:12 6:13 6:20 6:23 7:4 13:11 [4] 4:18 4:21 12:23 130:3 Answers 18:4 19:22 22:10 24:25 25:11 26:10 [1] 123:12 Acting 26:15 26:18 27:19 28:23 29:1 29:2 29: [1] 215:15 800 5 34:1 34:3 36:15 36:18 36:22 40:11 [1] 7:9 Anyplace [31] 5:3 5:4 10:10 10:14 14:8 14:10 42:9 42:12 49:6 49:10 49:13 54:10 57: [1] 139:24 Action 14:14 14:16 37:13 44:22 55:9 55:10 16 57:19 59:23 61:1 65:8 65:12 65:15 [6] 5:5 10:23 11:8 11:9 14:21 63:14 Anyway 59:10 59:13 80:24 81:13 81:17 87:17 66:23 70:1 71:3 71:16 78:16 78:24 79: [9] 58:2 80:3 99:24 150:16 150:17 Activities 107:1 109:17 110:15 111:25 112:2 3 79:25 80:4 82:4 82:8 83:8 83:14 85: 112:15 112:24 113:20 172:7 172:10 164:16 165:9 165:11 205:24 [1] 22:19 24 89:2 91:6 91:23 94:1 94:11 94:16 172:20 172:23 210:2 Apologize Activity 96:4 96:9 96:12 96:23 97:1 97:4 98: [5] 40:18 99:4 100:7 144:4 222:8 82 [1] 85:2 18 100:13 101:2 101:9 101:13 105:11 [2] 3:4 3:4 Apology Acts 109:23 109:25 110:4 111:4 111:7 115: 83 [1] 144:7 [1] 216:22 16 117:3 118:10 121:9 121:12 121:15 121:17 121:23 126:9 126:17 127:5 Appealed [2] 3:5 3:5 Actual 127:10 127:14 128:13 132:17 132:22 [1] 5:19[7] 23:6 71:14 83:13 116:18 136:17 86 185:1 205:7 134:1 134:7 134:17 134:22 138:16 [1] 2:5 Appear 138:18 138:20 138:25 139:4 140:15 Add [2] 44:16 191:11 8:30 140:18 141:22 142:1 142:5 143:2 145: [3] 220:24 221:15 222:13 [2] 2:17 28:11 Appearance 4 145:12 146:24 147:2 147:8 147:11 Added [1] 6:18 148:9 148:12 150:15 151:16 153:19 156:24 157:3 157:6 161:17 162:5 165: 9 [1] 80:24 Appearances Addition [1] 6:14 21 170:17 170:21 171:2 171:24 175:2 [3] 85:18 106:20 204:9 177:15 177:18 177:20 177:25 183:23 Appeared [11] 3:3 55:18 93:24 105:6 105:7 105: Additional 184:7 186:21 186:24 190:12 190:15 [1] 217:15 10 105:11 105:14 109:14 172:9 198:1 192:10 193:18 193:21 196:20 196:24 [3] 37:13 37:14 69:13 Appearing 90 197:2 197:4 197:18 197:22 198:16 [1] 118:19 Addresses [4] 151:3 208:4 208:15 211:1 198:25 206:7 207:7 207:10 210:16 [2] 16:15 121:5 Applicant 94 211:4 211:7 211:14 214:24 215:2 215: Administrative [1] 9:11[1] 2:5 5 220:22 221:4 221:9 222:10 [3] 17:5 17:12 26:16 Appointed 99 Ain't Admissibility [2] 66:8 66:9 [1] 2:5 [1] 95:10 [1] 28:21 Appointment Air Α Admission [1] 181:23 [1] 26:1 [5] 33:25 36:16 36:20 132:4 132:7 Appreciate Alan A.m.

[4] 75:22 118:24 142:6 206:10 Attest [1] 129:21 Attorney [12] 5:16 7:1 7:3 7:9 21:23 66:2 67:4 129:16 189:1 216:22 220:8 220:9 Attorney-client [2] 220:4 220:10 Attorneys [6] 24:2 60:13 98:17 129:18 218:8 221:18 Audience [2] 129:1 145:18 Audited [1] 165:25 Auditing [2] 164:24 166:18 August [5] 149:16 153:10 159:9 159:10 159: Authentication [1] 78:18 Authority [29] 2:12 2:14 2:16 4:16 7:15 7:20 8: 21 9:12 9:16 9:18 9:24 9:25 10:12 10: 19 10:22 11:4 11:5 12:11 13:7 13:19 13:22 28:4 28:6 28:11 66:8 216:2 216: 9 217:17 217:22 Authorize [1] 65:23 Authorized [3] 9:15 9:18 205:17 Auto [6] 122:19 122:22 123:1 123:10 123: 12 124:22 Automobile [1] 103:16 Avail T1122:6 Available [5] 48:17 143:24 143:25 146:8 213:11 Avenue [1] 3:19 Average [1] 159:2 Avoid [2] 23:18 100:16 Aware [11] 31:9 51:11 63:15 63:16 64:2 73:6 73:11 103:11 124:24 129:17 201:12 B Back-dooring [1] 127:2 Background [1] 125:14 Backing

[2] 103:4 120:1 Backtrack [1] 173:6 Backup [1] 59:10 Badly [1] 193:14 Bag [1] 134:10 Balance [6] 61:20 163:8 163:10 167:8 176:22 185:18 Bales [2] 50:19 50:20 Ballpark [2] 112:13 112:13 Ban [9] 15:17 215:22 216:3 216:6 216:9 216:13 217:7 217:9 217:13 Bank [21] 56:6 163:17 180:16 180:17 180:

24 181:14 181:15 191:20 191:21 193:

11 199:13 199:15 200:5 200:8 200:8

200:11 200:12 201:4 202:9 204:24

205:13

Banking [2] 181:3 200:7 Bankrupt [2] 39:22 39:24 Bankruptcy [4] 42:18 42:24 192:6 210:3 Banks [1] 135:25 Bar [1] 216:23 Barn [2] 21:20 21:20 Barred [3] 5:9 11:1 11:11 Based [10] 31:15 74:21 104:18 104:21 153:4 153:8 160:8 163:22 200:16 203:10 Basis [9] 11:16 16:25 78:16 78:17 131:7 136:3 160:11 209:24 215:24 Recame [3] 51:11 64:2 124:14 Become [8] 6:1 31:9 73:6 73:8 73:11 99:9 103: 11 201:1 Beeping [1] 150:2 Began [4] 9:7 153:9 203:22 208:25 Begin [4] 4:2 7:4 11:21 26:11 Beginning [8] 12:13 16:9 27:14 86:15 133:3 162: 17 184:9 207:18 Behalf [4] 6:18 19:19 22:22 216:19 Behind [1] 123:24 Below [8] 33:2 55:19 81:11 81:12 81:17 106: 7 106:20 107:22 Benchmark [9] 158:6 158:7 158:9 158:15 158:16 158:22 159:24 175:24 176:2 Benefit [2] 127:25 145:17 [9] 1:15 15:9 38:25 42:25 92:12 170: 14 174:24 187:7 213:8 Besten [1] 88:2 Better [8] 15:11 43:16 43:18 70:17 71:18 78: 8 178:20 203:8 Between [16] 51:15 52:11 52:18 65:17 74:21 87:3 94:23 109:5 144:3 149:3 149:6 159:2 179:9 181:10 194:12 207:21 Beyond [1] 24:16

Bierschbach [2] 160:25 175:24 Big [3] 75:19 151:1 166:15 Bigelow [42] 32:6 32:23 33:5 33:16 34:5 34:7 34:13 34:20 35:3 35:10 35:16 46:12 46:14 46:20 47:2 47:16 74:10 74:11 74:13 74:14 74:18 74:22 75:1 75:3 76: 18 76:19 77:3 77:14 79:4 88:4 103:20 103:24 104:24 105:18 107:17 107:25 108:2 108:12 110:20 110:21 125:4 125:10 Bigelow's [3] 33:3 76:20 104:18 Bill [4] 99:18 116:4 124:24 182:19

Billing

Billings

[1] 21:8

Bills

[3] 16:16 111:18 182:5

[5] 51:21 61:16 116:1 116:7 182:14 Bit [10] 22:14 31:2 53:5 57:24 123:7 181: 22 187:17 204:5 205:24 220:13 Biork [1] 1:17 Blanket [1] 130:23 Blocks [1] 47:10 Board [5] 51:20 124:17 129:25 131:20 131: Bob [1] 4:9 Bond [14] 9:14 9:16 10:17 10:20 10:23 11: 18 12:20 119:12 141:8 141:9 141:9 141:11 147:16 147:18 Bonded [1] 9:3 Bonding [6] 8:22 12:14 108:7 117:25 156:7 156:10 Bonds [4] 5:6 14:21 14:25 217:22 Bonnie [1] 1:17 Bonrud [1] 1:18 Book [1] 161:9 Books [7] 4:25 10:3 10:7 13:25 14:4 217:23 Booming [1] 175:12 Border [1] 54:18 Borrow [1] 48:15 Bottom [23] 13:20 37:21 37:22 37:23 38:5 55: 9 55:13 56:5 56:8 60:16 60:16 80:25 81:2 81:7 81:17 107:2 107:8 137:4 142:9 142:12 148:15 198:2 206:10 Bought [3] 37:10 104:11 106:23

[3] 37:10 104:11 106:23 Box [10] 37:23 54:21 55:9 55:13 55:17 55: 19 81:3 106:7 106:8 106:14 Boy

[2] 50:25 152:9 Boys [2] 104:15 109:5 Branch [3] 180:18 181:14 201:12

Brandon

[9] 2:4 49:15 49:17 49:22 50:3 50:3 50:5 53:25 122:13
Breaching [1] 128:22

Break [8] 101:4 101:12 123:15 178:1 178:5 178:25 179:10 220:9 Breakdowns

[1] 202:1 Breaks [1] 24:1 Brevity [1] 7:16 Briefly

[6] 52:17 72:19 158:14 181:6 200:3 200:3

Bring [13] 7:10 12:7 20:4 138:21 144:25 145:13 161:3 186:8 190:16 201:16 202:20 208:18 210:23

[3] 164:7 197:8 202:2 Broadly [1] 17:6

Bringing

[2] 3:6 3:14

[1] 39:19

Attend

[1] 66:20

Attempted

Attention

Brother [2] 152:4 152:13 Brother's [1] 152:5 Brought [3] 47:24 213:10 217:12 Brown [1] 16:5 Budget [1] 200:25 Bunch [1] 76:16 Bungling [1] 165:14 Burden [1] 218:21 Burg [66] 1:11 4:10 32:13 48:2 48:6 48:10 48:13 48:19 49:4 59:25 60:4 60:8 60: 12 60:18 60:22 63:25 64:12 64:16 64: 21 64:25 69:17 69:22 91:8 91:15 91: 21 94:9 94:13 120:19 121:2 126:11 134:3 134:11 134:15 139:5 139:12 139:17 139:23 140:4 140:7 140:11 145:6 145:10 154:21 155:22 157:9 157:15 162:14 165:22 166:8 166:17 166:22 167:3 167:13 171:13 178:22 179:16 195:1 195:14 195:20 195:24 218:1 218:18 219:3 219:11 221:6 222: Busiest [1] 44:7 Business [77] 12:22 15:9 15:23 31:4 32:7 33:3 33:18 34:8 35:25 39:19 42:4 42:21 46: 22 47:13 48:25 49:1 51:7 51:24 53:5 53:24 54:12 60:23 62:7 62:13 62:15 62:25 63:4 64:3 64:18 72:20 72:22 75: 18 75:19 84:12 84:17 87:10 87:15 88: 11 97:14 99:9 103:2 106:24 114:11 116:25 117:5 117:13 122:20 131:11 131:12 131:13 131:15 131:16 136:25 143:7 151:3 155:7 155:19 158:14 158: 20 164:7 164:8 167:20 167:21 167:22 168:1 177:8 181:4 182:23 183:7 194: 3 194:5 194:8 194:11 196:11 202:12 203:19 210:20 Businesses [5] 15:10 35:21 136:1 182:24 194:10 Businessman [1] 99:16 Busy [1] 44:13 Butt [1] 135:6 Buv [1] 65:4 Bypass [1] 102:16

C Calculated [1] 92:9 Calculations [1] 76:20 Campfire [1] 15:13 Cancel [1] 43:7 Cancelled [7] 2:22 2:24 3:9 38:13 89:22 89:23 148:3 Candor [1] 213:24 Cannot [6] 65:22 189:6 213:1 216:5 216:15 219:8 Capitol [3] 3:19 3:19 4:8 Car [2] 120:6 202:11 Card

[11] 33:3 54:12 174:5 180:21 180:21

181:15 199:17 200:6 200:9 200:14 200:17 Cards [2] 37:13 81:12 Care [4] 127:16 128:25 146:10 179:8 Careful [3] 163:3 176:19 176:22 Carefully [1] 22:23 Carney [1] 6:4 Carrier [8] 41:10 76:6 84:8 84:22 85:19 173: 22 191:25 207:3 Carriers [2] 10:16 204:10 Case [34] 12:4 12:9 12:12 15:1 19:4 20:4 20:6 20:14 23:11 66:10 66:16 66:18 67:2 67:7 67:11 67:12 70:5 70:8 70: 19 70:25 71:19 90:19 108:10 119:3 130:4 130:6 140:19 176:12 195:11 203:16 216:5 216:11 216:14 221:23 Cases [1] 16:7 Cash [10] 121:6 131:3 149:11 163:17 163: 24 164:3 164:19 164:20 167:25 167:25 Cashed [4] 56:4 56:7 83:17 109:11 Cashier's [1] 191:19 Cat [1] 134:10 Causing [1] 152:2 Caution

[1] 176:19 Cell [3] 87:14 167:21 168:1 Cell's [1] 4:4 Center

[1] 208:21 Cents [5] 61:14 153:6 153:7 159:11 172:3 CEO [4] 125:22 180:25 181:1 203:5

Certain [8] 62:17 63:3 126:24 154:7 155:4 208:20 216:22 220:15

Certainly [14] 21:24 22:8 41:14 99:12 116:2 116:22 130:21 137:7 144:11 146:20 178:15 178:21 198:14 217:3

Certainty [1] 170:1 Certificate

[25] 2:12 2:14 2:16 4:16 7:15 7:19 8: 20 9:12 9:16 9:18 9:23 9:25 11:4 11: 5 12:11 13:7 13:19 13:21 28:4 28:6 28:11 66:8 217:16 217:21 223:2

Certification [3] 10:20 11:6 13:5 Certified [2] 165:25 195:15 CERTIFY [1] 223:8 Cetera [2] 107:2 124:4

CHAIR [77] 42:11 42:13 42:16 42:25 43:5 43: 9 43:14 43:20 43:24 44:4 44:9 61:3 61:9 61:21 62:1 62:4 62:22 63:12 63: 18 63:23 91:25 92:7 92:13 92:18 92: 21 93:7 93:11 93:16 93:19 94:6 94:14 118:12 118:17 118:21 119:10 119:14 119:18 120:7 120:17 140:17 140:19 141:13 141:20 142:13 154:25 155:11 155:17 155:21 168:20 168:22 169:3 169:10 169:13 169:25 170:4 170:11 171:19 179:22 186:14 186:25 187:12

18 194:24 219:20 219:23 220:6 220:11 Chairman [162] 1:10 1:10 4:1 4:9 16:24 17:24 20:19 21:22 22:9 23:21 25:9 25:23 27: 2 29:4 42:14 44:11 44:23 45:3 45:6 45:12 45:18 45:21 46:1 46:5 46:8 46: 11 46:14 46:19 47:1 47:6 47:8 47:12 47:15 47:18 47:21 48:1 57:21 58:8 58: 13 58:17 59:4 59:9 59:18 59:21 61:4 61:6 61:6 61:10 63:24 65:1 65:7 67: 19 67:23 68:8 68:16 69:2 69:6 69:9 69:14 69:19 69:24 71:8 89:3 89:13 89: 18 90:4 91:1 91:5 91:19 92:1 94:4 97: 8 97:23 98:4 98:12 100:5 101:24 102: 2 102:6 117:4 117:10 117:17 117:21 118:9 118:14 118:15 118:23 123:22 129:5 130:15 132:3 132:9 132:16 138: 24 140:2 143:14 144:6 144:18 145:8 145:16 153:21 153:25 154:5 154:16 154:23 156:3 156:16 156:20 162:3 163:1 165:16 167:15 168:3 168:15 168:19 175:4 175:8 175:12 176:5 176: 10 176:15 176:18 177:6 177:11 177: 14 178:3 178:19 179:2 193:24 193:25 196:1 196:9 196:15 196:19 198:7 198: 11 202:16 205:25 207:11 207:15 209: 10 210:4 210:10 210:15 211:11 211: 21 212:5 212:13 212:17 212:23 213:3 213:9 213:14 214:13 214:18 215:21 216:17 219:21 219:22 220:18 221:11 221:22 Chairs [1] 25:25

187:19 187:23 188:13 189:13 189:18

Chairwoman [1] 94:15 Chamberlain [1] 99:9 Chance [7] 68:24 70:4 70:21 130:13 186:2 218:9 218:14 Chances [1] 217:18

Change [5] 38:15 43:16 44:1 112:17 118:6

Changed **[5]** 53:9 53:10 99:8 99:11 173:24 Chapter

[1] 39:25 Charge **[2]** 116:6 173:20 Charges [1] 116:5 Chase **[2]** 77:2 172:1 Chatting

[1] 140:22 Check [32] 2:22 2:24 3:5 3:9 38:13 56:3 56: 7 60:15 60:17 82:13 82:14 82:17 82:

20 83:17 89:22 89:22 89:23 90:10 92: 14 92:19 107:16 107:18 109:7 109:9 109:11 120:3 143:8 148:3 191:18 191: 19 191:19 194:7

Checked

[8] 54:21 55:9 106:8 106:14 120:5 125:25 135:25 138:5

Checking [1] 125:14 Checks [2] 60:19 90:13 Cheri

[1] 208:13

[8] 1:22 144:17 144:25 146:11 146:14 146:22 223:5 223:18 Chicago

Chief [3] 70:16 70:16 70:17 Choice [2] 61:18 69:23 Chris

[6] 2:5 71:13 71:21 72:2 72:6 72:6 Circuit [2] 5:20 208:22

Circuits 190:1 190:5 193:23 194:1 194:14 194: [11] 208:10 208:11 208:11 208:16 208:18 208:19 208:25 209:3 209:7 209:8 209:20 Circumstance [2] 18:19 18:19 Circumstances [3] 18:21 117:5 118:3 Cite [1] 216:5 Citizens [1] 19:6 City [2] 50:25 172:21 Civil [4] 8:25 10:1 21:24 130:12 Claim [1] 66:17 Claims [2] 42:1 42:3 Clarification [3] 32:14 94:10 98:21 Clarify [5] 2:16 28:11 98:13 120:20 171:15 Clarity [1] 28:14 Classic [1] 67:2 CLAV [1] 199:10 Clavel [7] 2:10 192:3 192:11 197:7 199:3 199:10 207:11 Clear [8] 12:13 12:20 27:12 132:23 132:25 161:18 162:5 184:8 Clearly

[7] 19:24 19:25 67:5 70:19 134:10 161:15 216:10 Clerical

[2] 2:19 28:19 Client [4] 212:24 213:21 214:4 216:20

Client's

[1] 213:4 Clientele [1] 72:24 Clients

[6] 14:1 143:12 214:1 217:8 217:15 217:25

[**11**] 12:6 12:9 21:20 21:20 25:1 179:

 $15\ 188{:}10\ 188{:}18\ 189{:}14\ 189{:}17\ 222{:}$

Closed [2] 24:24 126:25 Closer [1] 124:1 Closing [1] 20:7

Club [5] 122:19 122:22 123:1 123:10 123:

Code [1] 110:17 Codes [1] 110:15 Cold [2] 103:14 181:25 Collateral [1] 78:22

Column [4] 54:20 56:5 98:15 98:16 Comedy

[1] 209:8 Comfort [1] 185:25 Comfortable [4] 23:17 24:4 25:25 123:23 Coming [15] 19:7 19:16 44:12 57:22 61:5 89:4

Word Index 89:7118:1912281262112721129: 241755175:1521720

Commencing III320Commercial **3**36237:1237:1980981:11106: 2010621 191:13

Commission [104]1:114191:124549555: 115:145225246247:77:10722 7237247258184814820910 9.13922.10510910.1110.1910.

2111311711:1212:1012:181224 13:1513:1714:12142015215515: 21 168 188 19:7 19:1721:727:12 27:13272528:1328:1535:436536:

2444:1646:1652:1756:156:1757: 2563:1366:172:1975;476379:15 96:16115:11 12622 12625 12722 128:1128:5128:7128:18129:3129:

8129.13129.17130.1130.2131.21

139241392514725151:14171:7 174:17177:16178:151842186:19 2055213:122152321632169217: 16218422021220232229

Commission's **8**4:124:184:225:187:12686128: 51467

Commissioner [68]1:117:1432:1348248648:10 48:1348:1949:4592500:400800. 1260:186022632564:1264:1664: 216425@17@2291891:1591:

21949941311818120191212 12611 1343 13411 13415 1395 139.12.139.17.13923.140.4140.7 14011 1456145:1015421 15522 1579157:15162:14165:1816522

166816617166221673167:13 171:1317822179:16195:1195:14 19520195242181218182193 2191122162225

Commissioners **29**14:1042:1049:757:195924612 659684682480689291.79124 94:17101:101173118:11121:10

126161394140161412315320 15625165211862419321207:10 210:17

Commissioners! [1]1467

Commit 11121622 Commitment

11195:15 Communicated

[1]42:20

Communication F4313114±120:101282 Communications

E5]1223161731:731935535:17 37441:1551:125123:2355456 18562457673:473673:18746 7423766762382:1682:1783:17 832284:486241039103:11109:4 111:12120:12120:13124:151288

149231515152:1152:1515961(0): 3172:15181:1918922200202012 2016203:7204:192058207:4208:

820922108 Comunications's

11 10722 Comunications/Alterna

Communications/Alterna-Cell'

21:44:4 Community []]181:13

Companies 568:14152:1416324170717321

Company [64]8:1518:1318:1723:1328:1730:

2231631:1231:1532532832:11 34:1837:1540841:1743:1051:151: 1253:153353:453:1862:20643 Ø873381:1584:1190:1196:15

102:14 103:8 108:7 108:11 108:20 109:3 113:18 115:7 117:25 124:15 125:14 142:17 142:22 143:8 150:17

123:14 142:17 142:22 143:6 130:17 152:10 156:7 159:5 160:21 164:20 167:16 168:11 174:14 174:20 176:12 176:16 182:5 185:14 199:23 203:5 208:12 218:24 219:14

Compared [2] 92:25 116:20 Compel

[3] 4:24 10:13 13:24 Compelled [1] 10:6 Compelling

[1] 10:2 Compensated

[2] 119:4 119:6 Compilations [1] 23:3 Complaint [1] 96:16

Complaints [4] 8:2 88:8 143:11 201:23 Complete [3] 75:11 99:23 135:18

Completely [5] 12:12 21:16 31:14 70:13 188:5

Compliance

[3] 1:4 4:4 218:13 Compliant [1] 100:16 Complicate [1] 144:21 Complications [1] 116:8 Comply

[1] 8:14 Component

[5] 51:1 124:5 124:8 124:9 196:4

Comprised [**1**] 177:7 Compromise [1] 202:19 Computer [1] 124:7 Concept

[1] 15:6 Concern

[10] 21:9 21:14 23:22 127:1 140:23 143:14 146:7 146:7 166:15 198:20

Concerned

[5] 16:13 128:22 138:22 147:16 213: 22

Concerning [3] 76:20 137:21 203:6 Concerns

[4] 152:3 156:13 164:2 218:15

Concession [1] 127:3 Concluded [1] 26:5

Conclusion [4] 16:22 23:11 77:2 219:16 Conclusions

[3] 23:6 23:25 70:12 Condition

[5] 8:21 9:11 9:14 10:20 183:9 Conditioning

[1] 26:1 Conditions [3] 12:14 198:4 198:18 Conduct

[1] 6:12 Conducted [1] 202:4 Conference

[1] 159:24 Conferenced [1] 71:9

Confers [1] 24:12

Confidence [3] 63:6 128:4 128:19 Confident [3] 15:24 17:19 137:17 Confidential

[96] 3:7 3:15 12:5 12:7 16:12 16:20 17:1 17:2 17:12 18:1 18:9 18:14 20:7 20:20 21:16 21:18 22:24 23:1 23:4 23: 8 23:19 23:24 23:25 24:15 24:16 24: 18 24:19 24:21 25:4 25:5 25:6 126:8 18 24:19 24:21 23:4 25:3 25:0 120:0 120:0 120:23 127:3 127:9 127:13 127:20 127:23 128:14 129:7 129:9 129:24 130:9 130:17 130:18 130:24 130:25 131:1 131:5 131:6 131:18 131:22 132: 14 132:19 133:3 134:4 134:6 134:13 134:19 139:2 141:24 143:17 143:21

143:23 144:20 144:23 144:24 145:9 145:11 145:22 145:23 146:1 146:6 146:13 155:6 155:13 161:16 162:16 162:17 163:2 163:4 165:17 168:6 170: 19 171:1 176:21 184:9 187:5 190:13 191:1 197:14 198:6 198:18 199:2 204:

5 206:11

Confidentiality [8] 12:3 19:10 24:11 128:6 128:23 131:8 165:9 206:5

Confidentially [2] 19:2 128:12 Confirmation

[1] 137:20 Confusing **[1]** 97:21

Connected [1] 94:24 Connection

[2] 91:16 114:19 Consenting [1] 27:15 Consider

[5] 117:7 139:25 170:18 185:5 211:22 Consideration

[3] 20:16 108:25 109:2 Considerations

[1] 179:8 Considered [3] 9:3 65:3 65:5

Consist [1] 200:7 Consistently [2] 12:16 12:23

Consisting [4] 68:15 75:24 105:4 126:2

Constituting [1] 36:9 Construed [1] 17:6 Consult

[1] 70:21 Consulting [1] 72:23

Consumer [2] 200:17 200:19 Consumers

[10] 13:2 13:6 13:9 16:1 25:2 25:14 67:16 67:18 68:5 68:10

Contact

[18] 40:21 40:24 46:12 46:20 46:21 46:25 64:3 64:17 73:17 74:2 87:11 87: 13 87:14 103:23 150:21 208:8 214:4 220:1

Contacted

[17] 41:1 41:2 52:2 52:4 73:19 73:20 103:17 104:9 104:10 104:10 104:12 124:17 150:1 181:21 201:4 202:9 202:

Contacting [2] 125:2 125:3 Contain [1] 214:22 Contained [2] 79:10 167:8

Contempt

[1] 12:24

Contents [1] 12:5 Contest

[4] 13:18 14:6 16:9 16:10 Contesting [2] 14:11 14:23 Context [1] 147:22

Continental [2] 106:7 106:13 Continue

[4] 10:14 14:18 176:7 178:11

Continued [1] 3:1

Continuing [3] 71:4 82:6 211:23 Contract

[54] 2:21 3:9 9:9 37:3 37:5 38:17 53: 9 54:23 54:25 57:4 58:25 59:2 71:14 76:8 76:11 77:10 78:3 78:20 81:25 83: 19 84:1 99:7 100:1 104:6 104:23 105: 18 106:4 110:23 111:9 117:24 119:16 135:11 148:2 153:3 156:6 156:14 156: 17 169:1 171:8 172:16 190:8 191:7 191:16 192:16 194:16 194:19 198:8 201:13 201:19 202:22 203:22 204:18 205:7 206:12

Contracts

[8] 8:15 8:18 9:20 10:8 58:20 150:22

156:12 203:16 Control [2] 9:22 10:13 Conversation

[9] 35:15 52:9 52:10 52:18 64:4 125:1 146:18 202:15 220:2

Conversations

[6] 87:23 88:1 114:14 149:3 149:5 212:16 Convinced

[1] 12:9 Convincing [1] 12:21 Cooperate $[1] 8:\bar{1}$

Copied [1] 79:14 Copies [2] 126:12 171:14

Copy

[26] 2:22 2:23 2:24 3:5 3:9 10:6 33: 21 38:6 38:13 56:6 100:19 135:17 141:7 148:2 160:5 161:6 161:7 166:1 169:23 182:16 183:15 195:3 195:7 195:13 202:16 202:20

Cords [1] 32:16 Corn [1] 30:22 Corner [2] 81:2 81:18 Corporate

[2] 158:10 168:16

Corporation [10] 5:7 14:22 17:10 102:17 102:20 120:11 137:20 212:7 212:10 212:14

Correct

[102] 6:3 6:5 32:25 33:1 33:17 33:21 34:22 37:18 37:20 38:3 38:7 38:16 38: 20 40:9 40:20 40:22 40:23 40:25 41:4 41:5 41:24 43:8 46:12 46:13 50:17 50: 24 51:8 51:10 51:17 54:14 55:8 55:22 56:14 57:12 58:16 60:7 86:15 87:3 87: 19 88:12 88:15 88:17 94:3 95:7 97:20 98:2 99:6 99:19 99:24 107:10 107:15 108:21 108:23 108:24 110:9 115:5 115:9 116:12 116:20 116:25 117:15 118:8 119:17 120:16 123:2 124:13 134:14 136:13 136:16 137:1 137:13 137:24 139:22 146:21 147:24 148:17 148:20 149:2 149:7 149:9 153:11 153:

206:1 206:24 207:13 207:14 223:12 From Coming to Correct

12 153:17 166:12 173:14 174:9 174:

12 174:15 187:10 199:14 200:2 200:

13 203:8 204:11 204:16 205:2 205:21

Word Index **[1]** 17:8 Dealerships Determine Correction Customers [2] 104:13 105:22 T17 130:6 [1] 143:3 [32] 3:8 10:15 11:16 11:19 11:22 14: Dealing Determined Correctly 18 18:25 22:17 44:21 46:6 50:21 51:2 [3] 37:22 38:1 82:25 [6] 24:9 68:3 69:9 201:1 203:4 210:11 [2] 49:3 76:13 51:3 51:4 53:7 53:23 58:4 58:5 75:21 Dealings Determines Corsica 107:23 117:14 117:15 117:18 117:23 [1] 88:2 [1] 74:1 [2] 5:11 11:8 118:25 141:18 156:5 156:11 172:20 Deals Detrimental Cost 207:18 212:25 214:14 [14] 41:20 43:25 48:7 61:13 76:14 76: [1] 117:5 [1] 20:11 Cut 15 76:20 93:7 105:21 125:11 191:12 Develop Debated [11] 61:13 77:2 85:9 94:24 96:19 99: 193:5 193:6 202:1 [2] 16:18 172:25 [1] 164:25 17 100:18 113:8 120:23 124:11 172:1 Costs Debited Died Cutting [7] 61:22 61:23 62:2 124:11 160:13 [1] 174:6 [1] 121:1 [1] 200:21 200:21 200:24 Difference Cyclina Debt Counsel [3] 163:19 166:14 169:12 [1] 93:13 [1] 49:1 [15] 5:21 66:16 66:18 67:8 67:13 67: 18 68:24 70:7 93:20 109:22 187:1 Deceive Differences Cynthia [2] 12:25 13:1 [1] 181:10 197:10 198:13 211:22 219:9 December Different Counsel's [11] 14:2 28:4 73:12 73:13 74:15 114: [9] 21:1 70:13 136:1 136:23 137:6 [1] 5:24 21 114:25 115:1 120:23 208:7 208:7 170:8 188:6 189:8 189:9 D Counsels Decide Difficult [1] 221:13 [1] 104:5 [3] 27:13 37:6 56:25 Daily Count [1] 209:24 Difficulties Decided [2] 40:23 95:7 [8] 43:7 61:10 76:8 76:11 104:16 104: Dakota [1] 35:13 Counterpart 22 130:21 147:14 Diligence [88] 1:2 3:18 3:20 4:8 5:10 16:1 16:5 [1] 205:15 17:6 19:6 30:9 30:15 31:1 31:1 44:25 Deciding [2] 201:19 202:4 Counting 46:3 46:9 50:6 50:10 50:11 50:11 50: [2] 109:3 136:15 Dinner [1] 41:2 12 50:18 52:8 56:16 56:21 57:5 58:5 [4] 178:7 178:23 179:7 179:22 Decision 58:6 58:14 58:15 60:2 64:24 66:13 72: 8 72:14 72:24 73:1 89:14 89:16 106:1 Country [18] 5:19 35:16 48:18 75:10 88:11 88: Direct [2] 106:3 173:18 15 104:17 104:18 125:24 131:22 131: [15] 2:2 12:5 29:12 43:1 49:20 71:25 106:2 106:4 110:14 117:14 117:15 County [2] 16:5 223:3 24 135:10 136:24 150:20 160:15 161: 101:19 118:24 122:6 146:3 157:21 122:13 122:15 122:18 122:19 122:21 5 162:10 175:22 180:8 199:6 211:15 212:1 122:22 123:1 123:4 123:10 123:13 Couple Decisions Directly 124:21 141:10 154:11 154:11 154:14 [**25**] <u>2</u>8:19 39:16 44:17 48:3 53:25 59: [2] 62:7 175:23 154:15 158:8 158:19 158:21 159:3 [1] 201:21 25 67:21 84:13 84:24 85:1 87:5 89:8 Deducted 160:20 172:23 174:21 176:13 180:14 Director 91:10 99:18 105:1 118:7 118:13 155: 180:18 180:22 181:12 181:14 181:18 [1] 97:18 [1] 123:4 1 165:7 168:22 175:9 175:14 183:1 196:17 199:12 199:21 199:21 199:22 Deem Directors 205:23 211:24 199:22 200:9 203:23 205:8 216:24 [1] 11:13 [2] 51:21 124:17 Course 223:1 223:7 223:13 Deemed Disagree [5] 33:19 41:19 51:4 52:21 79:17 Damages [3] 143:22 146:6 187:4 [6] 15:5 70:4 116:22 129:10 188:4 Court [1] 11:18 Deere 213:13 [8] 5:20 5:20 6:7 66:14 70:8 72:5 126: Dan [1] 120:3 Disappeared 7 216:23 [1] 88:2 Defendant's [1] 84:9 Courtroom Data [2] 70:6 70:10 Disassemble [1] 73:24 [4] 8:10 184:3 215:15 219:4 Defense [1] 50:20 Covenant Date [2] 189:1 220:8 Disbarred [1] 128:23 **[34]** 4:6 8:16 11:6 31:19 38:5 38:8 55: 14 55:17 81:22 81:22 86:25 90:21 90: Definitely [1] 217:7 Cover [4] 16:16 84:19 118:20 176:9 Discarded [3] 3:6 3:14 135:19 25 95:6 96:19 101:6 112:12 121:3 Delaney [1] 165:3 148:24 149:6 149:6 164:12 164:12 Covered [2] 6:16 6:17 Disclose 168:23 168:24 169:1 185:4 187:7 187: [6] 12:2 62:16 108:22 141:11 147:6 22 188:6 192:16 205:10 208:3 213:18 Delay [1] 20:21 [1] 208:5 Disclosed Dated CPA Delayne [2] 23:19 165:2 [4] 2:13 28:4 203:17 223:13 [6] 164:24 165:1 166:5 166:6 166:7 [3] 215:10 215:19 222:8 Disclosure 166:20 Dates [**2**] 148:23 188:14 Delays [1] 166:6 Credit T11 209:17 [15] 5:6 10:18 10:23 14:22 14:24 17:9 Daughter Disconnected 174:5 180:21 180:21 181:15 199:17 Demonstrated [2] 176:1 176:3 [1] 179:9 [1] 185:24 200:6 200:9 200:14 200:17 Discount Dave Critical Demonstrates [1] 83:3 [1] 1:16 [1] 83:16 [4] 31:5 124:5 124:7 136:14 Discounts David Den [1] 123:16 Cross [4] 2:6 101:15 101:16 101:23 [10] 2:2 57:16 85:24 146:3 151:16 155:3 165:17 165:20 175:2 207:8 [1] 88:2 Discretion Davis [13] 2:3 29:8 29:9 29:14 30:5 30:7 30: Deny [1] 70:9 [2] 25:1 71:4 Cross-examination 7 37:1 37:2 40:17 42:14 44:11 64:1 Discuss [8] 5:18 40:14 86:2 92:2 98:19 115:19 Depositions [10] 24:2 135:1 143:18 149:13 159:20 Dawn 139:2 151:18 162:2 176:20 202:25 218:10 218:14 [1] 65:21 [2] 31:25 46:23 Cross-examined Days Describe Discussed [1] 155:3 [11] 36:24 52:18 56:1 75:4 158:14 [12] 70:12 119:19 119:21 141:19 146: [17] 84:13 84:14 84:24 85:1 87:6 111: 159:25 181:6 200:3 202:7 203:13 205: 2 146:5 147:14 152:3 155:2 159:17 Crossed 13 111:18 113:13 113:17 114:20 150: 176:21 215:22 [2] 53:10 54:23 25 151:2 188:8 192:19 206:22 208:4 208:16 Described Discussing Curiosity [2] 147:12 176:22 [1] 67:24 De [1] 182:10 [5] 30:9 30:15 30:25 32:7 32:12 Description Discussion Curious [12] 23:16 26:3 26:9 69:1 119:23 121: [3] 30:20 70:5 204:8 [8] 58:1 58:18 61:10 130:19 130:22 Deal 22 133:2 145:14 157:8 180:2 182:11 [11] 29:19 30:3 110:23 116:25 117:8 141:2 154:18 207:20 Designated 219:24 124:19 136:15 138:8 138:23 151:1 Current [2] 7:25 66:1 Discussions 193:14 **[9]** 41:7 41:9 61:17 138:1 153:8 163: Detail [2] 167:16 204:17 12 164:11 164:11 185:5 Dealer [1] 152:16 [2] 30:23 31:10 Dispense Customer Details [18] 5:3 8:2 14:9 15:15 16:15 19:1 19: Dealers [5] 53:6 197:13 197:20 205:6 206:17 [1] 148:7 3 23:2 28:16 47:12 55:14 81:18 118:1 [4] 44:21 104:11 120:4 124:22 Distance Determination 156:8 172:14 205:16 213:23 214:16 Dealership [26] 41:10 44:18 54:25 61:17 76:6 84: [1] 203:9

[3] 103:16 120:6 202:11

Customer's

Word Index 8 84:22 86:7 86:24 87:12 88:24 98:2 99:2 99:10 99:11 99:17 106:17 116:5 116:6 150:22 160:7 160:12 167:22 168:10 203:23 207:17 Distances [1] 39:15 Distributed [1] 126:16 Distributors [1] 75:20 Division [**2**] 199:15 199:17 Docket [5] 4:3 214:25 215:4 215:10 215:17 Document [36] 33:18 36:10 37:6 37:25 38:4 38:8 54:3 56:1 75:22 76:1 76:4 77:13 77: 25 80:3 100:25 105:5 105:17 107:21 107:24 108:3 108:13 108:14 131:18 136:8 140:10 142:20 147:5 147:6 167: 1 171:23 186:5 191:3 204:6 204:22 204:25 206:2 Documentation [2] 90:8 90:12 Documents [17] 2:25 3:13 10:8 22:1 36:8 54:1 78: 3 105:1 110:23 116:3 122:23 127:4 129:22 164:23 177:1 218:14 222:6 Dollar [8] 11:16 11:16 55:2 156:10 156:10 163:11 164:18 198:20 Dollar-for-dollar [1] 11:16 Dollars [6] 37:11 99:18 163:16 163:22 163:23 164:8 Done [14] 78:13 82:23 111:13 126:25 130:6 137:6 144:19 155:7 155:18 179:12 190:12 194:4 202:11 209:17 Door [1] 63:20 Doors [5] 14:3 21:20 21:21 214:1 218:24 Double [1] 62:19 Doubt [4] 19:1 19:4 20:21 62:4 Doug [2] 160:25 175:24 Doug's [1] 161:1 Douglas [1] 1:17 [33] 15:4 20:2 27:18 34:8 45:3 47:10 51:5 54:20 56:5 60:10 61:13 67:5 80: 25 81:2 81:17 87:12 100:7 110:22 112:13 123:15 129:2 129:23 131:10 150:25 151:1 153:7 164:5 181:12 181: 14 181:15 192:4 195:12 221:18 Draws [1] 23:6 Drew [1] 105:18 Drive [1] 16:6 Due [4] 75:20 189:11 201:19 202:4 Duly [8] 29:10 49:18 71:22 101:17 122:4 157:19 180:6 199:4 Duly-appointed [1] 223:8 Dunes [12] 180:18 180:22 181:12 181:14 181:18 192:5 196:17 199:21 200:9 200:16 203:23 205:8

During [17] 16:14 18:10 44:14 71:2 75:3 86: 17 86:19 86:21 93:4 97:19 103:23 116:18 159:17 159:25 177:3 201:18 Duties [1] 8:8 Duty [1] 13:1 \mathbf{E} Early [5] 112:21 112:22 113:6 113:7 115:1 Earshot [1] 68:20 Ease [3] 138:9 179:20 197:9 Easier [2] 30:3 61:8 Easiest [2] 132:10 146:10 East [3] 3:19 16:4 102:15 Easy [1] 61:18 Eat [1] 179:11 Effect [5] 8:25 11:14 16:17 63:4 135:24 Effective [1] 8:16 Efficient [1] 222:3 Effort [1] 44:15 Eight [1] 103:1 Either [13] 11:15 12:2 13:4 24:2 59:2 87:13 120:13 122:20 125:2 132:9 136:22 150:17 217:15 EL [1] 199:10 Elected [1] 179:25 Electronic [1] 10:7 Elements [1] 202:6 Elizabeth [2] 151:24 152:12 Ellis [4] 34:9 40:10 40:16 47:24 Ellis's [1] 38:24 Elsewhere [2] 200:5 210:3 Emergency [1] 123:13 Emphasize [1] 53:17 Employed [15] 30:10 30:12 50:7 50:9 50:10 72:9 72:11 102:13 122:14 151:25 152:7 152:8 152:9 199:13 199:16 Employee [2] 65:25 152:17 Employees [2] 181:17 192:3 Employer [2] 158:5 180:15 Encountered [1] 113:21 Encourage [2] 90:16 221:18 [17] 11:19 15:15 16:6 27:10 73:12 73: 13 75:9 91:4 102:4 114:20 141:24

149:16 171:1 175:18 191:1 194:22

209:23

[1] 193:11

Ended [4] 114:4 149:23 173:8 173:10 Endorsed [1] 90:2 Endorsement [1] 90:1 Endorsing [1] 124:22 Engaged [1] 93:8 Engaging [1] 203:22 Engerbroten [1] 125:1 Englebraten [1] 124:18 Enhance [1] 203:24 Enlightening [1] 220:17 Enrolled [1] 182:24 Enrolling [1] 182:3 Enron [1] 16:2 Ensure [3] 10:14 13:8 21:5 Enter [4] 24:8 104:6 104:22 135:11 [11] 28:7 55:17 81:23 132:13 137:18 156:17 171:8 171:23 177:3 207:12 207:21 Entering [2] 156:13 198:17 Enterprise [**1**] 177:8 Entire [5] 16:25 17:25 48:7 145:25 161:14 Entirety [1] 197:18 Entitled [1] 174:10 Entity [3] 203:2 212:8 212:8 Envy [1] 174:23 Equal [1] 11:18 Equine [1] 50:22 Erroneous [1] 12:17 Errors [4] 2:19 28:20 62:6 209:8 Escrow [1] 108:9 Especially [2] 44:14 183:8 Essential [2] 66:6 66:12 Establish [1] 100:17 Established [1] 174:21 Estimate [3] 87:1 92:6 112:19 Estimating [2] 92:25 93:3 Et [2] 107:2 124:4 **Evaluate** [1] 192:14 Event [1] 201:15 Eventually [4] 114:1 149:17 159:5 204:18 Evidence [17] 7:11 8:10 12:7 12:16 12:20 14:15 22:21 23:7 24:22 27:24 78:22 111:3

132:5 132:8 132:13 216:7 216:18 Evident [1] 163:18 Evidentiary [1] 5:23 Evil [1] 15:24 Exact [5] 129:20 138:14 164:12 172:15 185: Exactly [15] 31:19 32:1 33:8 41:19 64:8 86:23 95:1 112:1 129:14 136:16 138:3 159: 1 164:18 189:7 217:12 Examination [11] 29:12 49:20 71:25 94:21 101:19 122:6 157:21 180:8 189:14 199:6 210: Examine [1] 195:11 Examined [2] 155:3 155:3 Examines [1] 116:3 Example [1] 67:2 Exception [1] 111:24 Exceptional [2] 20:4 20:6 Excess [1] 61:16 Exchange [1] 208:13 Excluded [4] 18:17 65:22 67:6 71:1 Exclusion [3] 65:18 65:24 66:14 Excuse [7] 14:25 26:18 71:12 101:24 123:22 126:13 209:10 Excused [4] 49:12 65:16 97:6 101:3 Excuses [1] 219:14 Executed **[2]** 38:8 106:4 Executive [5] 143:17 145:20 145:23 220:19 220: Exercise [2] 10:12 10:22 Exhibit [83] 2:11 3:2 28:3 28:5 28:10 32:17 32:17 33:25 36:9 36:10 36:21 36:25 37:3 38:11 38:11 40:19 45:4 47:10 54: 2 54:11 55:25 75:24 78:9 78:10 79:19 80:5 82:3 82:9 82:11 83:13 83:14 89: 21 105:4 105:6 105:10 105:11 105:14 105:16 107:21 111:3 111:5 111:7 117: 19 126:1 126:2 126:5 126:6 126:10 126:19 126:24 127:17 127:21 134:19 138:4 138:6 138:7 138:16 142:25 145: 7 145:21 147:6 147:9 147:12 147:25 148:12 155:13 156:4 171:11 171:24 186:4 186:10 187:4 187:5 187:25 190: 8 191:2 196:21 196:23 197:11 198:17 199:1 204:24 206:6 Exhibits [10] 27:24 28:2 28:22 28:24 29:17 36: 13 54:1 93:21 126:16 222:1 Exist [1] 7:18 Existing [1] 203:24 Expanded [1] 158:16 Expanding [1] 167:23 Expansion [2] 167:23 168:1 Expect [1] 174:21

[15] 180:14 180:19 181:9 181:10 181:

11 181:18 196:12 200:7 201:4 201:10

201:12 201:19 202:8 202:21 203:17

Dupree

Dupree's

Word Index Expected [1] 165:2 Expedite [1] 209:4 Expenses [2] 48:25 48:25 Expensive [2] 51:4 124:9 Experience [3] 43:10 149:13 208:17 Experiences [1] 25:3 Experiencing [3] 35:11 56:24 153:16 Expert [4] 70:7 70:10 70:20 70:22 Experts [1] 70:11 Explain [12] 34:20 72:19 76:3 80:7 106:10 123:7 126:3 136:2 136:5 145:16 147: Explained [6] 34:10 34:15 34:16 124:19 125:11 Explanation [2] 167:24 208:2 Expressed [1] 198:20 Extended [1] 172:15 Extensive [1] 160:3 Extent [2] 154:7 155:2 Extremely [2] 20:11 67:9 Eyes [1] 79:5 Eyesight [1] 142:7

F Face-to-face [4] 52:4 52:5 52:10 52:13 Facilities [1] 108:5 Facility [5] 180:20 180:22 181:16 203:25 209: Facsimile [1] 205:7 Fact [30] 12:1 14:13 32:4 35:11 35:24 38: 18 56:12 56:16 56:23 75:13 76:7 79: 13 81:25 83:16 83:21 90:9 111:11 124:3 128:7 129:7 129:23 130:5 137: 3 148:5 149:11 170:9 174:2 191:15 195:2 214:11 Fact-finder [1] 130:5 Factor [2] 137:15 170:6 Facts [2] 23:4 25:16 Fail [1] 209:16 Failed [7] 7:21 7:22 7:25 8:9 8:13 209:1 210: Fair [2] 112:19 115:2 Fairest [1] 144:19 Fairness [2] 130:7 130:14 Faith [2] 174:20 218:23 Fall [1] 17:11

[10] 122:17 124:19 125:8 125:9 180: 20 180:23 196:17 199:12 199:22 200: 14 False [1] 8:3 Familiar [7] 31:6 73:3 103:8 123:11 124:14 167:11 220:14 Family [1] 143:6 Far [9] 24:4 47:4 68:2 138:22 139:24 156: 10 163:4 176:6 207:15 Farmers [1] 30:23 Farris [1] 1:16 Fashion [3] 12:21 113:16 135:4 Fault [1] 144:5 Fax [11] 3:6 3:14 33:12 33:21 59:5 59:6 59:10 59:16 150:2 197:13 204:24 Faxed [6] 33:5 33:7 33:9 135:17 135:19 191: Fear [1] 22:14 February [8] 84:2 84:3 86:14 86:15 86:17 95:5 95:6 95:8 Fee [1] 182:13 Feed [2] 72:21 72:23 Feedlot [2] 64:20 64:20 Fell [1] 139:16 Fellow [1] 142:7 Felt [5] 12:14 119:2 136:5 136:19 193:4 Few

[14] 27:16 29:17 51:2 68:4 99:8 104:

10 115:18 117:7 125:25 154:4 184:1

201:20 202:9 203:20

[4] 58:24 68:19 68:20 91:20

[3] 61:13 182:2 182:12

[4] 7:23 42:18 191:6 222:6

128:18 129:7 218:4

[3] 33:18 79:11 79:14

[4] 39:25 192:6 210:3 214:10

[9] 18:8 24:10 25:5 42:23 96:15 128:4

[5] 96:17 110:19 110:21 110:21 135:

[5] 39:21 104:16 136:3 150:8 209:19

[12] 5:7 14:22 17:10 108:6 117:23

120:10 121:6 137:20 149:12 156:5

[5] 5:19 6:1 23:6 135:10 170:6

[6] 41:23 78:8 90:17 99:17 134:15

[2] 10:17 117:22

Fifth

Figure

Figured

Figures

Figuring

[1] 138:9

Filed

Files

Filing

Filings

Filled

[1] 12:6

Film

[1] 163:5

Final

Finally

Finance

File

146:10

156:12 158:10 Financed [3] 48:21 108:6 121:5 Financial [67] 7:23 22:21 28:16 35:12 53:20 56: 24 128:9 128:10 129:11 129:13 129: 14 135:8 135:22 136:18 137:7 138:2 160:22 160:23 161:3 161:8 161:12 162:11 164:10 166:3 166:13 167:4 167:19 169:2 169:18 169:22 170:8 170:13 176:25 177:1 180:16 180:17 180:24 182:15 182:20 183:4 183:6 183:9 183:13 183:19 183:21 184:4 185:3 185:16 185:22 186:18 187:8 188:1 188:6 189:15 193:11 194:4 194: 9 195:3 199:13 199:15 201:25 202:13 202:15 203:7 204:24 205:13 214:23 Financially [3] 43:16 135:14 137:17 Financials [5] 167:8 202:17 202:21 202:23 202: Financing [2] 14:25 48:16 Finder [1] 130:5 Findings [1] 24:23 Fine [4] 9:1 15:14 135:7 212:17 Fined [1] 15:7 Fines [2] 4:20 8:5 Fingers [1] 95:8 Finish [4] 110:22 135:9 144:24 178:12 Fire [1] 15:13 Firm [8] 6:16 164:24 164:24 165:4 166:5 166:20 167:2 167:11 Firms [1] 165:1 First 27:24 29:6 29:10 31:9 31:18 36:8 37: 6 75:24 75:25 76:15 101:17 103:11 103:13 103:23 106:6 111:1 112:15 113:3 113:5 120:24 122:4 123:7 123: 10 132:10 134:18 139:1 143:20 149:4 149:16 150:1 157:19 165:16 168:6

[66] 9:7 13:16 25:8 25:14 27:20 27:22 5 37:21 39:3 39:12 44:11 49:18 50:1 54:12 56:3 57:22 62:24 64:2 71:22 73: 179:24 180:6 181:20 182:1 182:9 192: 24 192:25 194:23 195:6 195:8 199:4 209:24 214:3 220:2 Fit [1] 160:7 Five

[7] 33:3 53:10 54:23 54:24 89:12 89: 12 115:3 Five-year [1] 54:23 Flag **[6]** 139:20 140:12 163:20 166:16 169: 4 169:9 Florida

Foam [8] 158:6 158:7 158:9 158:15 158:16 159:24 175:24 176:2 Folks

[1] 155:19 Follow [2] 130:15 168:8 Follow-up [1] 168:8 Followed [1] 27:17 Following

[1] 51:3

[6] 37:8 76:15 81:22 159:17 159:19

Follows [9] 4:15 29:11 49:19 71:23 101:18 122:5 157:20 180:7 199:5 Forest T11 15:13 Forget [1] 183:10 Form [3] 7:24 80:8 81:2 Formalize [1] 18:2 Former [3] 99:2 122:18 173:22 Formerly [1] 152:8 Forms [1] 170:9 Forney [1] 1:18 Forth [7] 7:10 22:2 23:2 70:22 90:14 144:3 201:24 Forward [6] 15:25 16:18 21:16 125:13 136:11 145:2 Foundation [3] 78:14 221:25 222:2 Founding [1] 200:8 Four

[41] 27:24 27:25 34:25 35:1 37:11 40: 6 41:25 48:8 48:11 59:3 77:7 80:9 80: 10 80:18 80:19 81:4 81:11 81:12 81: 14 85:6 87:2 95:9 95:10 95:11 95:12 95:14 95:15 99:24 100:1 105:22 106: 23 107:12 123:6 126:2 148:22 148:23 164:4 171:9 172:5 172:6 218:8 Four-year [8] 80:9 80:10 81:11 81:12 81:14 106:

23 107:12 171:9 Frame [2] 86:14 114:21 Fransen

[8] 2:8 157:18 158:2 158:2 168:20 171:11 174:17 175:5 Frazier

[21] 1:13 6:25 6:25 7:6 7:8 27:4 53: 25 65:17 132:25 204:22 204:23 211: 19 214:9 214:16 214:20 215:1 215:9 215:13 221:20 221:24 222:7

Friends [4] 31:10 39:17 143:6 151:20 Front

[21] 13:20 14:11 15:17 16:8 32:24 47: 22 55:2 56:6 61:25 75:23 79:7 105:1 108:19 117:6 182:4 182:7 183:8 186: 5 189:6 191:3 217:15

Full [12] 38:14 48:21 48:23 48:24 56:12 61:25 95:10 95:10 101:22 149:11 157: 25 194:21

Fully [2] 56:25 165:2 Fun [1] 180:1 Function [2] 123:8 158:15 Functioning [1] 191:22 Fundamental [1] 131:10 Funds

[1] 85:14 Furnished [1] 8:3 Furthermore [1] 143:21 Future [4] 5:10 28:15 35:13 196:3

G

Gag

Falls

Guesstimate [1] 112:14 Gun [1] 216:18 Guy [1] 217:10 Guys [2] 16:4 183:17

H

H-E-G-Y-I

[1] 205:22 Haired [1] 142:7 Half [11] 102:15 159:11 178:7 178:24 178: 25 187:13 187:16 187:17 193:2 211: 18 211:19 Hand [1] 93:25 Handed [3] 32:17 53:25 204:23 Handing [1] 36:8 Handle [1] 23:22 Handled [2] 42:5 210:14 Hands [3] 100:25 204:22 217:21 Handwriting [1] 96:17 Handwritten [2] 142:13 142:15 Hang [2] 90:12 90:16 Hanson [81] 1:10 4:10 42:11 42:13 42:16 42: 25 43:5 43:9 43:14 43:20 43:24 44:4 44:9 61:3 61:7 61:9 61:21 62:1 62:4 62:22 63:12 63:18 63:23 91:25 92:1 92:7 92:13 92:18 92:21 93:7 93:11 93: 16 93:19 94:6 94:14 118:12 118:17 118:21 119:10 119:14 119:18 120:7 120:17 140:17 140:19 141:13 141:20 142:13 154:25 155:11 155:17 155:21 168:20 168:22 169:3 169:10 169:13 169:25 170:4 170:11 171:19 179:22 186:14 186:25 187:12 187:19 187:23 188:13 189:13 189:18 190:1 190:5 193:23 194:1 194:14 194:18 194:24 219:20 219:23 220:6 220:11 Happy [8] \$\frac{3}{1}.\frac{7}{1}4 \ 34:15 \ 41:7 \ 41:9 \ 64:11 \ 179: 19 212:3 216:13 Hard [3] 92:6 92:7 148:14 Hardly [2] 109:17 109:18 Harlan [1] 1:15 Harm [4] 11:16 13:9 68:20 188:24 Harm's [1] 13:6 Harmed [3] 11:22 22:18 22:19 Hate [3] 178:24 189:2 210:23 Havrol's **[1]** 64:19 Hay [9] 50:10 50:12 50:18 50:22 56:12 57: 5 60:1 60:5 60:9 Head [1] 58:24 Heads [1] 165:12 Health [3] 53:20 72:21 72:22 Hear [16] 17:17 17:22 61:8 65:22 68:4 68: 10 87:21 102:4 102:9 129:2 129:4 129:6 140:20 164:16 178:1 181:20 Heard

[6] 73:7 73:15 87:18 142:18 184:2 207:16 Hearing

[30] 4:2 4:7 4:11 4:12 4:13 4:15 5:25 6:12 7:13 12:6 14:6 16:12 16:14 16: 19 16:22 16:23 17:25 18:10 18:22 24: 21 24:24 25:1 54:5 66:20 67:4 79:19 138:10 143:18 171:22 188:11 Hearings

[1] 20:7 Hearsay [3] 96:3 150:13 192:8 Heather [1] 1:18 Held [17] 3:17 16:12 16:19 16:25 17:5 30: 18 50:14 108:9 126:7 126:23 127:9 127:23 128:4 128:14 129:23 130:8 158:12 [4] 36:12 53:12 89:21 179:20 Helps T11 102:7 Hence [1] 10:13 HEREBY [1] 223:8

нi [2] 157:23 157:24 Highway [2] 102:15 124:3 Himself [2] 51:24 67:16 Hinder [1] 20:14

Hindsight [1] 169:19 History [2] 53:1 53:23 Hoeksema [11] 71:7 71:13 71:17 73:22 73:23 74: 19 74:21 74:22 87:22 96:21 100:17

Hold [4] 13:4 17:12 72:15 132:14 Holder [1] 11:4

Holding [2] 85:14 127:12 Hole [1] 71:20 Home

[5] 11:24 38:21 109:16 113:3 199:11 Homes

[1] 16:5 Honest [1] 144:2 Honestly [1] 142:8 Hook

[1] 192:15 Hooked

[6] 84:22 95:4 114:22 114:23 192:4 192:21

Hope [2] 122:1 174:18 Hopefully [1] 24:3 Horses [1] 50:23 Hour [3] 178:6 178:24 178:25 Hours

[5] 178:18 206:22 211:18 211:20 221:

Hudson [1] 64:23 HUGHES [1] 223:3 Hundred [1] 99:18 Hundreds [1] 135:24 Hurt

[1] 15:15

I

Idea [5] 43:25 92:12 154:1 165:3 176:15 Identified [1] 24:15

Identifies [2] 54:15 134:8 Identifying [1] 110:8 Identity [1] 23:2 Imagine [1] 215:17 Immediate [1] 30:25 Immediately [3] 39:15 173:25 187:2 Implement [10] 31:10 32:5 32:8 32:12 88:2 102: 14 107:5 109:8 111:10 114:7 Implied [1] 63:21 Important [13] 51:7 68:10 90:7 108:25 109:2 124:12 137:9 137:23 139:6 139:13 178:11 179:23 200:22 Impose [2] 13:7 216:3 Imposed [1] 4:21 Impugn [1] 170:13 Inadvertent [1] 20:9 Inadvertently [3] 20:8 21:19 146:12 Inbound [1] 55:10 Inc [1] 109:8 Inclined [1] 132:18 Include [9] 16:14 23:12 37:12 53:20 55:10 59: 5 78:21 212:19 217:9 Included [4] 107:1 110:11 163:9 167:18 Includes [5] 22:25 23:1 23:3 59:6 110:14 Including [1] 37:13 Inclusion [1] 71:2 Inclusive [1] 78:8 Income [7] 137:3 137:4 137:8 137:9 137:11

185:17 189:20 Incoming [3] 59:14 87:15 87:17

Incomplete [2] 12:17 214:12 Inconvenience [1] 222:9 Incorporated

[3] 30:13 122:19 158:6 Incur [1] 62:2 Indicate

[3] 60:24 85:9 169:11 Indicated [3] 64:2 139:6 160:6 Indicates [2] 91:9 139:9 Indicating [1] 98:1 Indication

[6] 140:13 163:10 165:24 166:4 203:2 206:25 Individual

[10] 17:7 20:21 31:21 32:8 33:5 74:6 78:20 103:18 152:19 217:6 Individual's

[1] 74:9 Individually [1] 29:19

T11 28:18 Individuals Internet/backup Jumping [20] 15:8 15:22 15:25 17:15 17:20 19: 24 20:1 20:5 37:14 37:16 40:20 40:24 Late [1] 59:16 [1] 216:17 [8] 21:19 87:18 114:25 115:1 149:5 Interrupt Juncture 41:3 87:11 87:13 95:18 95:21 111:10 149:6 153:10 214:10 [2] 43:14 63:16 [1] 54:4 152:2 219:15 Latin Interruption June Individuals' [1] 136:10 [46] 1:7 3:20 4:7 4:14 7:13 28:13 28: [1] 150:24 [1] 88:3 19 28:20 39:12 91:1 96:20 101:7 112: Law Interstate Industries 22 113:5 113:6 113:7 120:24 121:4 [10] 4:19 4:23 5:12 6:16 17:2 67:7 [5] 154:17 154:18 210:20 210:22 211: 149:19 149:23 153:13 173:10 173:11 152:11 213:18 216:5 216:15 [5] 72:12 72:13 72:15 72:20 83:21 173:25 175:18 175:25 176:3 181:24 Industry Lawful Intrastate 191:24 192:24 192:25 194:23 201:3 [1] 8:14 [1] 151:21 [3] 158:22 196:3 210:21 207:18 207:19 209:5 209:20 209:21 Influence Laying Introduce 209:24 209:25 210:5 210:6 210:7 212: [1] 63:13 [2] 75:23 186:5 [1] 215:8 25 213:17 213:19 Influenced Lead Introducing Jurisdiction [2] 25:17 136:24 [7] 52:10 67:3 89:20 118:4 118:4 119: [1] 160:2 [1] 12:24 20 125:1 Information Investigation Justice [85] 6:6_{8:9} 12:1 12:17 16:13 16:16 Least [2] 9:19 20:14 [1] 130:7 17:11 17:21 18:8 18:9 18:11 18:12 18: [4] 11:6 74:14 113:14 175:22 Investigations Justified 14 19:2 20:3 20:8 20:10 20:20 20:23 Leave [1] 8:1 [2] 12:12 66:15 21:9 21:15 21:18 21:25 22:4 22:7 22: [3] 98:16 182:16 213:15 Investigator 25 23:1 23:12 23:18 24:14 25:4 25:5 28:16 33:6 45:7 104:19 126:21 128: Leaving [2] 67:3 70:17 K [1] 104:14 Invoice 11 128:18 128:19 131:2 136:5 136:10 Kathy Led 136:14 136:19 141:14 154:6 155:5 [1] 107:19 [3] 35:16 36:1 156:12 155:9 155:18 155:24 155:25 161:4 [7] 34:9 35:18 38:24 39:19 41:1 46:22 Invoices Left 161:12 164:22 166:6 166:12 168:24 [1] 111:17 170:1 170:15 177:2 182:15 183:6 187: [9] 67:20 68:12 95:16 106:12 106:13 Kay Involved 6 189:19 190:2 191:3 191:9 194:6 134:16 173:20 178:24 194:19 [2] 32:10 32:11 [5] 111:19 143:22 175:21 201:1 201: 199:19 202:13 202:15 214:2 214:3 Left-hand Keep 214:5 214:6 214:7 214:19 214:21 215: [2] 54:20 81:10 [8] 23:24 62:17 97:24 129:9 145:22 Involves 5 219:1 219:5 220:15 220:16 221:7 163:3 178:8 183:14 Legal [1] 22:24 Informed [5] 16:24 18:23 122:18 122:19 216:1 Keeping Involving [4] 14:1 113:19 114:10 175:25 [4] 24:23 131:5 134:12 200:24 Legend [4] 80:22 114:14 191:7 204:17 Initial [6] 30:13 30:14 30:16 30:21 38:2 38: Keith Iowa [1] 172:6 [23] 1:15 2:9 7:10 11:25 22:13 22:16 23:15 23:16 24:6 26:25 66:3 177:24 [6] 31:2 52:7 52:8 54:15 54:17 172:21 Injurious Legitimate Ironically [1] 23:10 180:4 180:5 180:10 180:12 180:12 [1] 130:20 [1] 209:4 Inquiries 180:13 185:1 201:3 211:10 215:14 Les Irrelevant 220:16 [1] 8:2 [17] 5:8 6:19 11:1 11:11 12:21 13:20 [1] 60:21 Kelly 15:6 15:12 15:22 17:14 20:17 120:11 Insight Issue **[3]** 1:13 6:25 7:8 135:8 142:18 148:5 149:4 212:11 [1] 220:14 [11] 7:14 7:17 8:5 10:2 10:10 10:17 Les's Kept Installations 10:25 13:18 183:4 202:13 215:23 $\overline{[17]\ 33:18\ 33:20\ 79:17\ 79:18\ 113:14}$ [1] 27:17 [1] 209:8 119:13 130:17 130:18 130:24 130:24 Less Instantaneously [14] 2:18 4:13 4:24 5:6 7:13 8:22 10: 130:25 131:18 131:19 150:1 173:3 [7] 41:20 92:5 92:15 118:6 153:7 164: [1] 113:12 23 13:24 14:22 15:1 28:12 28:18 35:4 201:7 209:16 19 185:4 Instead 56:17 Key Letter [1] 98:15 Issues [1] 50:25 [14] 3:10 5:6 10:18 10:23 14:21 17:9 Instruct **[5]** 4:15 7:11 27:15 213:10 221:12 Kind 118:23 121:4 138:14 141:7 147:17 [1] 25:23 Item 148:5 160:2 166:23 [**19**] 18:18 53:12 53:12 53:14 64:4 74: Instructed [2] 155:12 200:25 22 91:16 98:13 111:22 125:14 137:6 Letterhead [1] 173:21 146:17 148:4 154:17 160:4 166:10 Items [3] 107:22 161:10 166:3 Instruments [4] 119:19 119:21 126:24 163:9 175:21 183:19 204:7 Letters [1] 205:18 Itself Kindler [2] 14:24 106:16 Insulation [5] 83:13 127:21 131:11 142:21 197: [1] 124:18 Letting [1] 158:18 Knowing [1] 134:9 Insult [3] 155:23 156:1 164:25 Level [1] 21:5 J Knowledge [2] 22:14 24:4 Integral [11] 19:9 22:22 27:8 33:11 38:25 43:1 Liabilities Jacobson T11 31:4 52:22 52:22 70:18 111:21 156:9 [2] 136:21 169:24 [1] 1:16 Integrity Known Liability Jamie [1] 203:7 [5] 31:6 51:12 73:3 103:8 124:15 [4] 141:1 169:16 169:20 169:21 [9] 159:9 160:2 161:1 161:2 161:7 Intended Knows License 162:10 164:6 167:1 171:17 [1] 54:22 [2] 21:23 66:10 [2] 217:1 217:4 Janet Intent Lies [1] 32:24 [4] 7:8 12:25 13:1 15:24 \mathbf{L} [1] 218:21 January Intentional [6] 73:7 73:9 75:12 75:14 115:1 208: 24 Life [1] 146:20 Labeled [2] 11:12 15:23 [7] 36:8 54:1 55:19 105:4 105:6 126:2 Intentionally Jim Lifetime 147:6 [5] 7:21 8:7 8:13 10:4 82:23 [8] 15:17 215:22 216:6 216:9 216:13 [3] 1:11 1:14 4:10 Lack Intercept 217:7 217:9 217:13 Job [2] 15:11 70:17 [3] 160:25 161:1 175:20 Likely [2] 174:23 216:19 Language Interest [2] 62:25 207:1 John [2] 108:13 118:3 [8] 18:20 20:13 90:6 90:11 90:13 104: Limb [8] 1:13 7:2 7:9 69:2 101:24 120:3 Large 3 130:7 130:14 123:22 157:9 [1] 217:17 [1] 50:19 Interested Linden Joint [5] 18:15 20:5 53:13 70:19 160:8 Last [1] 175:22 [1] 6:17 [21] 6:21 31:18 47:9 56:11 95:22 98: Interesting Line Judgment 22 99:24 118:7 124:16 137:9 142:9 [3] 117:22 169:14 201:6 [22] 6:3 13:20 59:5 59:7 59:7 59:10 [1] 203:6 145:1 148:4 153:10 156:23 160:21 Interests 161:3 170:10 182:13 198:12 214:4 59:17 63:2 67:5 96:2 98:22 102:8 133: July [1] 27:18 1 139:7 142:12 149:15 150:12 161:14 [13] [28:7 148:25 149:16 153:10 191: Lasted Internet 163:9 185:21 185:23 217:10 17 192:17 192:18 192:21 194:22 203: [1] 192:23 [3] 59:7 59:11 59:16 18 222:15 223:11 223:14 Lines Lastly

Word Index [26] 58:21 59:3 59:8 59:13 59:15 70: 23 193:20 Meetings \mathtt{Mix} 23 89:9 89:10 89:12 89:16 105:23 Machine [3] 104:18 125:19 125:20 [2] 50:21 147:13 105:25 130:16 130:25 142:10 154:1 [1] 150:2 Mehlhaff Moment 154:9 154:10 176:16 196:10 196:11 Madam [1] 1:14 [1] 134:18 196:14 203:14 208:5 208:9 210:25 [4] 29:4 61:3 91:25 94:14 Member Monday Link Main [1] 14:4 [1] 210:7 [4] 41:15 41:23 43:6 43:17 [3] 48:20 59:15 180:18 Members Money Liquid Maintain [6] 7:7 15:4 18:15 27:11 123:12 123: [36] 38:1 40:3 43:15 43:22 48:15 51:6 [2] 163:16 163:21 [1] 7:21 57:4 76:13 85:9 97:11 97:17 98:25 99: List 22 108:20 111:1 111:9 114:15 114:17 Major Memory [12] 2:20 19:1 19:3 32:19 32:20 32:22 [2] 200:17 200:19 115:7 116:15 116:20 124:23 124:25 [1] 100:24 45:4 160:3 182:24 201:20 213:23 214: 174:8 182:3 182:4 182:7 185:14 185: Majority Men 15 186:3 191:17 191:20 191:21 193:8 **[1]** 59:14 [1] 13:4 Listed 202:5 213:5 Management Mention [3] 111:11 137:21 205:12 Moneys [3] 66:16 66:18 70:8 [10] 35:8 35:10 35:24 46:15 47:2 53: Listen [1] 119:9 22 56:15 56:23 90:22 152:4 Manager [3] 6:8 21:4 123:25 Montana [12] 32:7 34:9 39:19 42:4 42:21 46:23 Mentioned Listening **[6]** 104:13 106:2 106:3 110:18 114:9 47:13 50:13 52:8 54:15 72:16 72:17 [6] 31:20 67:7 87:5 87:18 90:20 188:8 [1] 6:10 116:9 Mentioning Manner Lists Month [2] 18:10 70:24 [1] 51:21 [1] 22:1 [20] 44:7 48:5 48:7 61:14 61:17 62:18 83:25 83:25 84:1 86:7 86:9 86:19 86: Manufacturers Message Literature [1] 158:16 [1] 210:1 [1] 182:9 21 88:17 93:2 99:6 99:14 99:19 100:9 March Met Live [12] 8:16 28:7 31:18 31:19 32:14 35:5 [7] 9:15 9:17 56:15 70:12 74:18 160: Months [8] 16:4 30:8 50:5 50:6 63:6 102:11 46:16 56:17 86:19 95:7 95:8 209:13 25 182:9 122:12 180:13 [30] 48:3 49:1 49:2 77:6 77:10 87:3 Marked Method 95:9 95:10 95:11 95:12 95:16 97:19 Liz [4] 40:16 40:19 75:23 204:23 [1] 48:14 99:25 100:1 100:2 100:2 115:4 118:7 [1] 152:15 Market Michele 120:20 164:13 193:2 193:7 194:21 Loan [3] 20:22 50:21 50:22 203:20 206:19 206:20 206:21 206:21 [1] 1:16 [3] 137:21 137:22 157:11 Marketing 219:7 219:9 MidLocal Months' [2] 51:1 152:15 [1] 192:21 [9] 51:3 84:22 88:2 88:23 99:10 150:3 Martha [2] 117:7 182:14 Mid-July 150:6 150:21 202:11 Moodie [1] 16:3 [1] 192:21 Located [16] 2:6 101:15 101:16 101:21 101:23 Material Middle [7] 30:14 72:13 72:24 102:14 122:16 101:23 102:11 102:14 107:5 109:8 [1] 67:10 [6] 31:23 35:19 56:5 56:8 137:4 137:7 166:21 180:17 111:10 114:7 115:15 117:11 118:19 Materially Might Location [1] 136:23 [19] 23:5 23:17 23:21 23:23 35:12 56: 25 90:4 90:6 98:14 131:5 136:23 142: [4] 4:7 117:12 181:9 181:11 Moody Materials Locations [1] 69:4 3 145:18 171:10 213:5 213:12 215:11 [4] 124:2 172:21 199:20 199:21 [1] 10:5 Moot 220:14 221:19 Math Log [1] 96:5 Mike [**1**] 114:19 [2] 173:2 173:3 [3] 61:7 101:25 123:25 Morning Matt Look **[19]** 4:1 6:15 13:14 18:24 29:14 29:15 Mile [14] 5:8 6:19 11:1 11:10 12:22 13:21 [17] 29:20 37:21 41:12 80:5 89:21 32:4 32:6 49:22 49:23 69:12 72:2 72: [1] 102:15 15:6 15:12 15:22 17:15 20:17 27:17 105:16 106:6 107:20 116:1 128:24 3 84:7 86:4 86:5 175:25 176:2 196:7 Miller 172:13 212:11 130:16 135:16 136:17 186:4 187:1 Most 189:7 208:22 Matter [13] 52:2 52:6 52:7 52:19 54:13 55:21 [12] 22:8 42:5 60:1 60:6 70:18 114:23 56:15 59:19 63:19 181:21 183:12 183: [10] 1:4 3:18 4:3 11:21 14:13 20:12 Looked 116:2 124:7 163:12 172:19 173:24 20:15 29:17 178:12 223:10 13 210:14 [13] 75:6 88:11 93:22 99:16 164:12 178:21 Million 182:18 185:2 185:4 185:20 189:16 Matters Motion 195:17 201:20 203:1 [1] 5:23 [3] 140:14 185:9 187:14 [7] 2:15 17:24 18:3 18:5 25:1 28:10 Mind Looking Max 71:4 [29] 37:5 40:16 40:19 41:6 41:10 45:3 [5] 27:23 75:1 108:18 125:17 188:20 [1] 100:3 Motions 45:7 45:22 47:9 77:12 81:17 106:11 Mine McComsey [1] 26:11 107:7 116:10 116:11 117:22 124:11 [3] 1:22 223:5 223:18 [4] 47:14 82:15 113:3 113:14 Mouth 124:22 126:1 137:2 140:20 147:19 Minimal [4] 63:1 73:15 73:16 73:17 156:3 163:5 166:5 182:13 188:24 218: [1] 200:24 [8] 111:18 112:16 113:10 113:19 113: 25 219:21 Move 24 115:22 152:8 153:6 Minimum [6] 10:15 12:6 33:24 36:16 36:20 123: Looks [2] 7:20 11:14 [9] 45:22 45:23 47:16 80:8 81:7 91:9 [27] 20:21 22:5 27:6 29:22 37:1 54:22 Minivans 172:2 172:3 221:10 Moved 77:22 113:23 120:24 128:16 130:17 [1] 16:6 [2] 196:20 197:3 Loop 131:7 131:11 131:14 135:21 136:8 Minnesota [1] 201:7 Moving 139:13 144:2 147:23 166:22 170:12 [3] 31:2 51:3 172:22 [2] 71:10 138:4 Loren 185:18 200:11 213:22 215:25 217:10 Minus [2] 124:18 125:5 Multiple 219:16 [2] 82:20 154:4 [3] 65:4 105:23 124:2 Meaning Lose Minute **[2]** 50:23 170:12 Murder [5] 84:17 84:17 84:19 87:5 87:8 [9] 30:20 68:23 153:4 153:6 153:7 [1] 67:2 Losing Means 159:12 186:7 190:9 209:11 Must [1] 185:15 [5] 15:3 19:14 68:16 91:11 122:23 Minutes [4] 9:15 15:3 89:11 141:3 Loss Meant [5] 62:18 75:8 178:4 179:12 204:2 [5] 84:18 98:15 119:3 163:9 185:17 [1] 161:15 Mutual Misleading [1] 6:4 Mechanically Lost [1] 8:3 [5] 85:1 90:21 98:25 174:19 194:22 [1] 30:4 Missed N Lunch Mechanisms [2] 94:13 109:13 [3] 69:15 101:4 101:12 [1] 21:25 Missing N-E-S-J-E Meckling Lynn [2] 160:17 218:17 [1] 205:22 [3] 152:20 152:21 152:22 [5] 50:10 50:11 52:20 54:17 64:21 Misstated Name Meet [1] 73:12 [37] 6:8 6:15 6:21 7:7 30:5 31:25 32: [4] 74:25 208:20 208:21 209:1 M Mistake 1 32:5 32:9 34:5 50:1 52:6 72:4 73: Meeting [1] 144:2 21 74:9 99:1 101:22 103:18 122:9 Ma'am [17] 33:15 52:4 52:5 52:10 52:13 74: 122:18 122:20 151:23 152:5 152:10 Mitchell [19] 34:2 36:11 40:13 49:11 65:14 70: 21 75:3 77:14 104:6 125:7 125:9 159: 157:25 164:23 165:4 166:18 167:2

[1] 152:10

21 159:23 160:1 171:17 175:22 198:12

PRECISION REPORTING, LTD.

3 71:15 82:7 86:1 111:6 121:14 126:4

126:20 127:8 134:21 139:3 157:5 186:

167:10 180:10 189:22 199:8 205:12

Word Index 205:19 205:19 208:12 **[2]** 109:21 192:8 **[52]** 19:18 22:11 22:12 24:8 25:12 28: 145:6 149:4 150:8 150:14 154:21 154: 24 28:25 29:22 30:1 34:1 54:9 54:10 24 155:14 155:22 156:10 164:2 167:2 Named Noon 65:18 66:19 67:2 71:12 71:15 78:14 167:7 167:9 168:6 168:7 168:16 169: [2] 11:4 159:5 [1] 69:23 79:21 79:23 79:25 82:4 82:5 82:6 82: 4 173:21 173:24 177:23 178:19 180: Names Normal 8 83:6 83:9 83:12 105:9 105:10 111:4 22 182:1 182:5 182:19 183:10 183:10 [6] 16:15 17:8 19:3 88:3 205:23 214: [6] 21:3 39:6 111:24 137:6 200:11 126:18 132:13 138:18 138:19 142:25 188:4 188:15 188:15 192:3 193:6 194: 215:14 144:12 144:14 148:10 148:11 150:12 9 194:15 195:10 202:10 203:17 209: Narrative Normally 151:7 161:14 171:22 196:25 197:1 10 213:9 219:19 [3] 150:19 183:7 194:7 [1] 135:4 197:16 198:13 199:1 204:3 220:25 One-page [1] 36:10 Nationwide North 221:3 [1] 6:4 [2] 31:1 172:23 Obligation Ones Natural Nos [1] 9:14 [5] 16:10 106:2 113:15 116:7 116:8 [1] 146:18 [3] 2:11 3:2 155:1 Observation Open Naturally Notable [1] 90:5 [**8**] 14:3 126:7 144:8 214:1 217:21 217:23 218:19 218:24 [1] 98:7 [1] 185:2 Observe Nature Notary [1] 19:20 Opened [3] 12:8 189:2 203:15 [2] 223:6 223:18 Observers [1] 63:20 Near Note [1] 16:21 Opening [7] 6:8 55:9 66:7 106:6 110:16 137:3 [2] 35:13 38:4 Obstruct [2] 7:5 13:12 171:10 Necessarily [2] 13:1 20:13 Operated [3] 23:7 97:15 188:4 Noteboom Obstructed [1] 52:23 [1] 88:2 Necessary [1] 8:7 Operating [7] 10:12 10:22 14:19 15:2 17:21 144: Notes Obtain [2] 131:12 157:16 [2] 41:12 208:23 7 166:9 [2] 9:23 214:2 Operation Need Nothing Obtaining [8] 123:21 200:6 200:9 200:14 200:17 [17] 25:9 58:2 67:17 68:17 100:7 124: [8] 23:8 57:11 75:13 85:23 97:1 140:6 [1] 209:2 203:17 203:24 205:9 4 130:17 135:17 155:6 160:6 162:15 196:19 206:23 Obvious Operational 171:15 189:3 209:19 214:21 220:15 Notice [1] 209:21 [1] 58:1 221:23 [10] 3:8 4:13 7:12 107:23 117:18 118: Operations Obviously Needed 25 157:17 175:17 192:1 218:10 [10] 61:13 62:11 63:7 96:17 136:20 [7] 199:17 199:18 199:20 200:2 200:4 [14] 63:21 66:15 66:17 70:7 87:13 102:4 125:13 135:22 136:2 160:18 Noticed 144:1 160:18 163:20 179:23 212:2 200:7 201:17 [3] 4:12 7:11 215:22 Occur Opinion 160:21 161:2 161:4 193:5 November [7] 31:17 52:5 119:11 141:2 159:8 [3] 19:5 84:16 104:22 Needs [7] 73:7 107:14 114:20 172:12 172:16 159:21 159:23 Opportunity [2] 50:21 69:20 187:21 188:9 Occurred [5] 21:11 22:6 67:8 130:10 222:1 Negative Number [11] 51:18 52:13 75:4 75:13 103:23 Oppose [2] 24:22 137:14 [55] 5:4 13:18 13:23 14:7 14:10 14:20 125:9 149:5 149:6 159:25 201:15 201: [1] 67:1 Neglected 31:24 37:8 37:13 37:22 41:22 44:22 Opposed 45:24 49:3 54:21 55:1 55:2 55:3 55: [2] 8:13 148:23 **Occurs** 10 59:13 62:18 76:25 76:25 77:12 80: 24 81:13 81:17 87:17 106:15 106:21 [1] 17:1 Negotiation [1] 37:23 Opposite [1] 201:18 October 107:8 107:9 107:11 107:18 109:13 [1] 68:9 Negotiations [7] 103:5 172:9 172:9 185:6 187:9 109:17 113:18 125:5 139:18 141:14 Optimism [2] 203:19 203:22 187:21 188:7 141:15 143:12 147:21 148:4 148:15 [1] 179:3 Nelson 167:20 172:20 172:23 173:6 185:10 Odd Orchard [15] 2:5 71:13 71:21 72:6 72:6 72:7 [2] 37:11 195:2 185:11 191:12 203:14 210:2 219:4 79:4 85:23 89:3 92:1 96:18 96:22 96: [1] 50:19 Numbers Offer Order 25 97:7 97:9 [65] 5:3 10:10 10:14 14:8 14:14 14:16 [11] 28:22 54:9 82:3 83:10 105:10 Nesje [37] 1:4 2:12 2:14 2:15 2:18 4:5 4:13 45:8 45:10 45:13 45:14 45:14 45:16 45:16 45:24 46:2 46:23 46:24 58:18 65:6 76:16 76:17 76:18 76:19 76:24 105:14 111:2 138:14 159:11 196:22 4:24 7:12 8:16 8:19 13:24 28:1 28:3 [4] 205:15 205:20 205:20 205:25 206:5 28:5 28:6 28:8 28:9 28:10 28:14 28: Net Offered 18 28:20 35:4 36:5 46:15 56:17 80:8 [9] 136:20 137:8 137:8 163:11 163:12 78:23 79:4 79:10 109:15 110:6 110:8 [8] 78:11 80:2 82:9 83:15 94:10 94:12 105:12 147:10 148:6 160:7 161:4 191:11 191:20 191: 185:8 185:21 185:23 187:17 110:10 110:11 110:14 110:15 110:16 21 213:16 214:19 215:16 215:18 Network 110:18 111:19 111:25 112:2 112:5 Offering Ordered 112:8 112:15 112:24 113:1 113:9 113: [1] 139:8 [5] 9:8 9:24 35:6 56:18 207:17 [8] 5:2 10:5 14:8 80:17 80:18 80:19 20 113:25 116:12 136:22 137:3 137:4 Neutral Offhand 81:15 208:10 137:9 137:14 141:19 148:14 154:12 [1] 130:5 [1] 186:20 Ordering 161:25 164:16 182:20 185:2 188:10 Never Office [1] 46:17 188:17 188:19 195:12 214:17 [5] 13:8 57:7 57:9 57:10 141:19 [14] 31:24 47:25 52:20 86:24 92:8 93: Orders Numerous New 17 103:19 125:8 150:3 150:9 161:1 [5] 16:17 17:10 20:2 21:17 129:17 [6] 4:18 4:22 5:12 8:14 27:25 28:1 [4] 142:3 150:21 208:5 208:5 180:18 180:19 218:19 Ordinary Nutshell Officer News **[1]** 41:16 [2] 33:19 79:17 [1] 16:4 [4] 65:24 107:5 109:3 205:17 Organization Offices Newspaper O [2] 30:23 135:12 [1] 183:25 [8] 123:19 123:21 149:17 150:25 153: Original O'clock 22 154:8 154:10 154:22 Next [4] 2:12 28:3 200:8 208:2 [2] 3:21 179:7 [27] 32:4 32:6 35:19 45:17 49:14 54: Offset Originally 21 55:14 65:16 71:5 74:1 80:13 94:2 O'Keefe [1] 98:8 [3] 66:7 66:9 98:9 101:14 104:8 107:7 107:8 121:18 124: [2] 32:12 36:24 6 LO Originals 7 135:16 147:5 149:10 157:7 178:2 O'Keefes [2] 115:12 185:5 [1] 90:16 181:7 211:7 211:9 217:16 [2] 39:15 41:2 Omit Otherwise Nice Oath [1] 12:4 [2] 13:14 137:25 **[2]** 100:21 100:23 [8] 29:11 49:19 71:23 101:18 122:5 Once Out-of-town Night 157:20 180:7 199:5 [4] 14:10 14:23 21:17 214:23 [1] 94:5 [1] 31:11 Object One Outbound [23] 20:1 27:3 27:4 27:6 71:1 78:15 96:2 109:19 126:5 127:10 128:13 134: Nine [100] 11:6 20:9 23:5 24:1 24:2 29:16 [3] 55:11 172:7 172:24 [2] 176:17 176:18 29:24 29:24 31:11 37:13 43:22 47:8 20 135:6 142:19 161:13 165:11 187:1 Outgoing Nonconfidential 48:5 48:7 56:11 59:13 60:8 60:13 60: 188:3 188:11 189:3 189:12 192:7 198: [2] 59:15 59:15 24 65:1 65:3 65:6 66:7 68:12 68:13 [**2**] 168:5 168:7 Outlet Nondisclosure 69:8 69:12 69:15 70:20 71:11 80:9 80: Objected 10 80:13 81:10 81:11 84:7 89:8 91:8 [1] 72:21 [1] 19:9 [1] 195:8 92:16 94:9 96:15 97:8 97:9 98:14 101: Outlined None 5 105:4 105:5 105:6 113:3 120:19 Objecting [1] 7:14 **[2]** 34:2 170:12 120:20 124:17 125:21 129:20 132:9 [4] 36:13 54:6 129:24 197:11 Outlining

132:10 134:12 134:18 139:5 139:17

Objection

Nonresponsive

Word Index [1] 206:18 108:19 129:12 212:24 Procuring [1] 142:3 Presence [1] 160:9 Provision Quote [2] 55:23 66:5 [1] 14:6 Produce [1] 34:16 Present [9] 4:25 8:10 10:3 10:6 11:24 13:25 Provisions Quotes [6] 4:11 5:15 11:23 12:4 159:20 206:2 213:16 213:19 213:21 [2] 16:10 217:5 [1] 173:23 Presentation Produced Prudent [3] 66:6 66:12 222:4 [3] 10:4 128:20 129:8 [2] 62:5 62:5 R Products Presentations Public Radio [1] 218:6 [2] 158:17 158:17 [20] 1:1 1:9 18:15 18:20 18:22 23:19 [1] 212:19 Presented Professional 35:4 46:15 56:16 65:25 129:4 131:23 143:25 144:9 145:14 146:8 146:9 198: [9] 19:2 24:14 75:6 93:21 93:23 93:24 Raise [2] 223:6 223:19 21 223:6 223:18 160:2 177:12 216:8 Profit [**2**] 19:18 139:13 Presenting Public's Rate [3] 163:8 163:11 163:12 [1] 20:13 [2] 22:20 67:12 [4] 48:17 74:5 103:5 150:18 Profitable Publicly [4] 19:8 19:17 19:20 183:18 Presently Rather [2] 170:9 170:10 [1] 41:20 Program [1] 160:12 Presidency [7] 34:10 75:7 103:25 125:11 182:3 PUC Ration [2] 143:10 160:19 [1] 103:3 182:10 182:25 [1] 72:22 PUC's President Progress Read [1] 70:15 [16] 30:17 51:20 102:21 102:25 107:6 [16] 7:16 37:6 37:22 55:20 56:10 58: [1] 3:3 107:7 158:10 180:25 181:1 199:24 Pull 20 82:14 119:2 142:8 142:10 144:17 Progressed 199:25 200:2 201:4 202:8 203:5 205: 144:25 146:11 146:14 148:15 148:24 [1] 208:16 [1] 201:8 Reading Pulling Progression Presiding [3] 208:5 208:9 208:11 [1] 80:9 [1] 146:18 [1] 4:11 Reads Prohibited Purchase Press [5] 50:19 60:1 83:19 204:14 204:17 [1] 146:23 [1] 35:5 [3] 18:15 19:20 144:9 Ready Prohibiting Purchased Presume [4] 125:16 160:14 191:24 209:18 [1] 203:12 **[1]** 56:18 [5] 21:22 60:1 117:12 154:8 176:12 Real Purchasing Project Pretty [7] 139:18 139:20 157:17 158:14 183: [1] 60:5 [2] 42:5 120:1 2 189:14 200:3 [13] 61:18 68:2 105:8 113:14 123:11 Promised Pure 139:15 153:4 154:5 154:6 186:2 189: Realistically [1] 116:11 [2] 76:12 209:3 16 194:12 217:18 [1] 217:20 Prompts Purpose Reality Previous [2] 79:18 108:2 [1] 155:22 [3] 48:24 116:7 193:5 [2] 15:19 217:14 Purposes Pronounced Previously Realize [3] 171:22 188:10 189:3 [2] 19:11 71:7 [1] 93:1 [2] 44:13 57:23 Pursuant Pronouncing Price Really [2] 4:12 26:15 [1] 122:1 [5] 60:9 81:4 83:20 108:8 149:11 **[26]** 15:4 15:14 24:15 25:15 69:12 89: Pushing Proof Prices 4 97:11 97:13 108:20 127:15 127:16 [2] 75:7 75:9 [1] 87:8 [1] 34:16 128:25 129:2 143:8 147:19 148:14 Put Proper 148:14 163:18 166:9 167:20 169:23 Primarily [16] 15:17 15:22 15:23 24:3 61:7 63:1 [4] 10:12 20:16 21:7 24:23 175:6 183:18 187:20 193:16 203:1 [3] 158:18 185:20 200:16 78:5 83:11 97:15 142:17 214:24 215: Properly Realtel Primary 3 215:17 216:19 218:11 221:23 [1] 24:3 [1] 189:23 [2] 23:1 46:11 Puts Proposal Reapply Print [1] 21:15 [3] 160:4 160:5 178:9 [2] 11:5 217:5 [1] 60:17 Putting Propose Reason Printed [1] 182:18 [1] 220:23 **[10]** 18:13 41:6 48:20 67:24 71:20 76: [1] 47:16 11 78:5 165:14 194:13 208:4 Proposition Private O [1] 201:6 Reasonable [1] 36:2 Proprietary [1] 173:24 Quantify Privilege [5] 18:12 20:23 23:8 23:13 24:19 Receive [1] 220:10 [1] 92:8 [29] 33:11 37:17 39:1 39:5 44:19 44: 21 48:4 58:14 76:21 77:9 88:3 89:13 Prorated Ouantum Privy [3] 117:25 119:9 156:7 [4] 41:15 41:23 43:6 43:17 [1] 21:17 95:2 95:3 111:23 117:13 118:2 120: Protect Questioned Problem 12 120:15 141:14 154:10 156:8 161:6 [3] 13:2 13:9 27:17 [22] 26:7 39:16 39:18 67:12 113:20 [2] 136:1 147:17 202:18 202:19 207:2 207:4 214:9 215: Protected Questioning 116:10 126:21 127:7 127:21 138:10 152:11 173:4 176:23 186:12 195:2 [1] 18:14 [5] 67:18 96:2 98:5 98:22 161:14 Received 197:25 198:6 198:10 198:15 198:19 Protection Questions [28] 33:15 33:22 44:5 56:6 82:10 92:3 198:22 220:11 [1] 17:14 [75] 14:5 40:12 42:8 42:10 44:17 49:7 92:14 92:22 93:5 94:12 98:1 99:21 Protector 53:8 54:8 57:15 57:17 57:20 59:23 61: 2 62:8 62:14 62:21 62:24 63:19 65:9 Problems 105:12 114:17 117:7 124:20 155:8 [11] 16:7 35:12 39:17 56:24 64:13 84: [1] 161:9 155:14 155:18 159:9 194:5 194:14 Prove 11 111:25 112:2 172:19 172:25 173:3 68:25 79:2 89:1 89:8 91:7 91:24 94: 206:20 206:21 209:7 210:1 214:5 215: Procedural 17 95:17 96:22 100:12 101:1 105:14 [1] 78:22 115:15 115:17 117:2 118:10 118:13 [2] 5:23 11:21 Receives Provide Procedure 118:16 118:22 118:24 119:22 119:24 [16] 5:22 11:18 18:12 34:23 66:21 79: **[1]** 176:13 121:10 132:23 138:23 140:16 141:23 [3] 21:24 108:7 130:12 15 105:20 109:16 123:11 128:8 128:9 Receiving 145:5 145:13 146:25 147:3 147:5 153: 164:4 182:6 193:9 218:13 219:2 Proceed [11] 14:19 39:9 46:2 86:13 88:6 88:9 18 153:19 154:20 156:25 162:10 165: [6] 80:1 132:20 134:2 143:9 163:3 Provided 88:14 92:24 93:1 97:12 112:4 18 168:23 170:12 170:17 175:1 175:9 [24] 5:1 13:25 14:17 16:14 17:22 21: Recess 175:14 177:16 184:1 184:6 186:15 13 77:13 80:14 104:19 128:11 129:11 Proceeded 186:22 193:22 197:4 207:6 210:17 [4] 220:20 221:8 221:10 222:14 129:15 129:20 129:22 141:4 141:7 [2] 52:25 53:4 211:5 211:24 217:12 Recognize 147:18 155:5 160:23 161:8 166:6 168: Proceeding Ouick [4] 32:18 54:2 75:25 171:5 24 194:3 209:13 [11] 6:9 16:25 133:3 145:24 146:2 Recognized [5] 67:22 97:9 97:9 120:19 169:23 Provider 146:9 162:17 171:1 184:9 191:1 211: Quickest [2] 201:21 202:10 [7] 41:7 41:9 41:11 61:17 88:23 113: [1] 150:5 Recommendation 11 150:6 Proceedings Quickly [1] 74:23 Providers [9] 1:7 3:17 11:20 71:2 141:24 146:13 [1] 209:3 Recommendations 222:14 223:9 223:12 [2] 150:3 150:21 Quit **[6]** 2:20 31:16 32:20 32:20 32:22 104: Providing Process

[2] 35:20 113:3

Ouite

[9] 5:9 11:2 11:11 28:8 43:6 88:19

[2] 143:13 192:5

Recommended

Word Index [1] 105:19 [1] 165:23 11 5:16 [2] 72:8 72:14 Outset Particular Pertain Play [1] 211:25 [8] 76:25 127:6 128:1 146:2 191:11 [1] 13:16 [1] 60:9 Outside 193:10 201:17 213:21 Plus Pertaining [3] 62:15 170:2 189:19 Parties [3] 123:12 154:3 154:13 [2] 16:22 45:2 [6] 5:15 5:18 5:19 6:14 19:10 198:17 Outstanding Peter Point [4] 36:5 137:22 141:4 141:12 Partner [1] 6:4 [57] 15:11 20:10 20:18 21:21 23:16 24:10 24:25 25:7 26:13 27:19 53:9 63: 9 64:10 67:13 67:17 68:6 70:1 71:3 [1] 168:16 Peterson Overall [1] 43:22 Partnership [10] 2:4 49:15 49:17 50:3 50:4 50:4 79:9 96:5 101:3 101:10 112:10 125: 57:22 61:4 64:1 65:2 [1] 212:6 Overnight 13 125:16 125:18 127:20 128:15 130: Parts Petition [1] 84:9 2 131:20 132:17 139:16 143:15 145: [3] 17:1 60:23 136:18 [1] 219:18 Overreaching 19 146:19 149:25 151:15 160:14 172: [2] 15:19 216:11 Party Pharmco 18 172:25 173:9 179:4 179:5 191:21 [4] 6:9 65:20 65:25 66:5 [9] 69:12 71:10 72:12 72:13 72:15 72: Overrule 193:10 193:11 204:4 214:2 216:4 216: 19 79:14 80:22 83:21 Pass 10 216:15 216:16 217:14 218:20 219: [1] 5:24 Pharmco's [1] 29:24 4 220:22 221:9 Overruled [1] 80:22 [3] 5:25 80:1 82:9 Passed Pointing Phase [1] 216:15 [1] 75:10 Overview [1] 24:8 [1] 12:4 Pattern Points Philip [1] 215:14 [1] 219:17 Owe [1] 113:15 Paul [1] 213:5 Polystyrene [8] 52:2 52:6 52:7 52:20 55:21 181:21 Phone [1] 158:16 Own 183:12 210:14 [82] 6:2 37:17 37:19 38:18 38:21 39:1 Pontiac [10] 12:14 20:23 25:3 33:11 75:1 79:5 39:9 40:6 40:8 43:22 45:8 45:10 45: 102:14 102:17 102:17 109:16 Pause [1] 124:18 24 46:2 46:2 46:6 48:25 51:21 57:4 [1] 187:1 Portion Owned 58:3 58:18 58:21 59:3 74:2 75:6 77:9 [1] 124:18 Pay [14] 22:23 23:24 126:6 139:2 141:24 80:19 80:20 80:22 81:5 83:20 83:20 142:14 142:16 143:16 144:17 146:11 [18] 38:2 38:14 40:2 40:8 81:4 83:1 84:4 84:18 85:5 85:8 85:19 87:14 89: 83:16 85:19 107:16 109:9 149:11 150: 146:23 151:10 190:13 211:23 P 10 89:12 90:22 97:18 102:8 105:23 19 153:4 153:5 174:2 182:4 183:8 Portions 105:25 109:4 111:11 112:4 113:8 114: P.m. 191:15 [2] 197:23 199:2 3 115:7 115:8 124:24 133:1 148:18 Pavable [1] 222:14 149:14 149:15 149:18 149:22 154:1 Position Packaging **[2]** 163:19 169:6 158:22 159:9 159:10 159:15 159:18 [30] 7:18 8:6 8:12 8:23 9:6 9:21 10:4 Paying 165:1 167:21 168:1 168:12 174:13 10:11 10:21 11:9 13:5 13:8 23:20 30: [1] 158:18 16 30:18 50:12 50:14 72:15 102:20 102:24 123:3 123:5 129:11 130:11 [13] 77:10 82:25 86:9 91:14 99:5 99:8 176:7 181:22 189:24 191:4 191:22 Packet 99:10 99:13 115:7 115:24 116:20 174: 192:23 193:5 196:11 203:12 203:15 [1] 93:22 13 202:2 212:16 214:17 158:12 180:24 185:24 199:23 203:8 Page 220:8 Payment Phones [53] 32:24 37:5 37:21 37:24 38:4 38:4 Positions [2] 56:12 174:4 [3] 38:24 51:22 114:9 38:5 45:8 45:18 45:22 45:22 47:9 54: [1] 152:13 Penalties Phonetic 12 54:19 56:1 56:3 56:4 77:12 78:8 [1] 64:20 Positive 80:5 80:17 81:10 91:9 105:6 105:21 [3] 4:20 8:6 13:7 106:6 107:7 107:20 109:7 109:15 117: [4] 33:23 92:23 137:12 169:9 Penalty Phrase 19 130:16 134:5 135:19 136:17 137:5 [3] 9:4 9:9 10:1 [2] 97:14 136:10 Possession 137:8 137:19 138:6 138:7 139:18 142: [4] 8:9 12:2 135:2 135:3 Penciled Physical 9 143:20 146:5 148:4 167:7 167:9 [1] 55:1 [2] 10:7 125:20 Possible 187:5 187:24 188:1 198:2 198:3 206: [7] 24:7 25:24 25:25 123:24 179:21 People Pick 209:3 215:23 [32] 19:16 39:13 46:8 58:6 58:9 62:5 [1] 179:8 Pages Possibly 77:23 87:23 89:14 89:15 102:7 102:8 Picked [32] 3:6 3:14 33:3 33:22 36:9 45:17 [3] 12:15 188:23 211:20 102:9 104:10 115:15 120:25 121:5 [2] 188:15 188:16 75:24 75:25 76:15 76:16 78:14 78:15 121:21 123:24 124:3 131:12 134:12 Post 78:20 78:21 105:5 109:13 109:14 126: Piece 138:21 155:8 170:18 174:19 177:23 [1] 10:19 2 127:5 127:8 127:8 128:14 129:21 [4] 131:16 161:4 164:22 219:1 177:24 190:10 195:8 210:11 213:4 132:4 132:18 134:19 143:18 145:5 Potentially Pieces 145:21 146:3 197:12 197:21 Per [1] 84:17 [3] 17:10 20:3 21:17 [9] 62:18 86:7 86:9 88:17 99:6 99:14 Paid Pouring Pierre 99:18 115:24 159:11 [1] 15:12 **[40]** 38:14 38:17 40:3 40:5 41:22 41: [11] 3:19 4:8 44:12 89:4 102:12 102: Percent 24 55:4 57:4 57:11 61:22 61:25 83:19 Powers 13 175:15 178:20 180:1 202:11 223:13 [6] 8:22 9:3 41:20 151:3 159:2 211:1 85:5 85:10 85:12 85:18 95:14 98:8 Pinpoint [2] 10:12 10:22 Percentage 100:3 100:8 107:12 108:8 111:1 111: Practice [1] 111:16 [1] 108:8 9 112:5 114:15 116:5 117:6 119:9 [2] 131:10 198:5 Pitch 119:9 120:9 120:14 121:5 148:15 149: Perform Pray [1] 177:12 11 151:10 163:22 174:20 193:12 206: [3] 56:25 108:16 186:1 [1] 13:6 Place Performance Precedent [3] 23:5 46:16 139:16 Pains [1] 8:8 [1] 23:18 [3] 9:11 9:14 10:20 Placed Perhaps [3] 21:14 79:13 126:1 Preclude Pam [1] 220:16 [3] 18:22 19:6 19:16 Places [1] 1:18 Period [2] 172:21 172:22 Predominantly Paper [14] 24:11 34:23 39:6 41:21 41:25 64: [3] 73:1 210:20 210:22 [3] 79:13 140:24 160:5 Plan 13 77:4 77:5 87:19 116:18 143:18 [18] 37:10 53:11 65:2 65:3 65:6 75:6 Prefer Papers 173:16 188:8 210:12 [2] 25:20 25:21 105:20 107:13 109:4 110:12 111:11 [**2**] 10:7 21:12 Perk 159:20 159:20 160:7 179:1 191:13 Preliminary Paragraph [1] 53:12 213:4 221:15 [4] 5:24 6:1 29:16 67:4 **[6]** 117:23 118:25 119:13 156:4 197: Permanently Planning Premature 25 198:1 [1] 217:2 [2] 58:22 118:21 [1] 221:14 Pardon Permitted Plans Premium [4] 54:3 77:18 109:24 196:22 [1] 66:20

[8] 37:10 65:4 106:8 106:14 106:23

178:23 179:7 179:23

Plant

[1] 139:8

[1] 30:24

[1] 163:5

Platte

Planting

Plastic

[35] 31:4 31:18 39:4 39:12 75:18 75:

144:1 144:8 144:20 144:24 145:24

146:9 146:13 146:15 149:10 149:16

163:2 165:9 172:19 176:21 177:12

186:2 192:24 192:25 194:23 198:3

200:22 202:4 202:6

Partially

19 78:2 78:6 90:1 103:3 134:12 142:6

Person

[1] 66:4

Person's

Personally

[2] 33:13 202:12

Persons

205:12 205:14 205:15

[8] 62:5 70:18 102:4 170:13 173:20

Part

[5] 50:10 50:12 50:18 56:12 57:5

[23] 8:15 8:17 8:18 8:24 28:9 34:21

35:6 35:25 46:17 56:19 75:6 85:16 97:

11 97:17 117:23 118:6 140:25 141:3

141:10 141:16 156:5 169:15 170:2

Prepaid

Prepay

[1] 34:19

Prepaying

Word Index [3] 5:22 103:16 183:3 [1] 103:18 Reimbursed Recommending Reputation [2] 11:15 93:12 Review [1] 103:25 [1] 23:11 Relate Reconvene [2] 110:17 177:23 Request [2] 220:24 221:5 [**18**] 13:23 14:7 14:11 14:23 15:16 15: Related 20 17:25 21:25 26:22 26:23 27:7 65: Record [1] 167:7 20 66:19 93:13 131:7 145:21 205:1 [36] 26:3 26:9 33:19 36:11 54:5 68:22 Relates 211:22 69:1 69:25 96:1 105:15 109:20 121: [1] 200:4 22 121:24 129:15 129:16 133:2 143: Requested Relating [7] 5:3 14:9 27:9 128:8 129:8 202:16 214:19 16 144:8 145:14 145:25 146:1 146:12 [3] 137:11 170:18 176:22 146:15 157:8 163:2 165:10 171:3 171: Relation 11 171:21 180:2 188:22 189:3 197:9 Requesting Revoke 198:21 218:7 219:10 [1] 31:21 [5] 16:11 16:19 20:15 130:8 132:15 Relationship Recorded Requests [3] 43:2 43:7 131:17 [1] 173:2 [3] 8:11 215:15 219:4 Relative Recording Require [1] 202:5 [1] 150:10 [3] 9:11 10:19 218:3 [1] 11:3 Relayed Records Required Rich [1] 218:16 [14] 4:25 7:22 8:10 10:3 13:25 14:5 [4] 7:22 7:24 9:12 9:23 [1] 162:3 16:15 129:12 129:13 160:7 213:11 Release Requirements 213:16 213:19 213:21 [4] 5:2 14:8 14:17 20:9 [3] 2:17 9:17 28:12 Recoup Released Requires [1] 193:6 [4] 10:15 14:14 14:16 20:8 [1] 135:13 Recovery Releasing Requiring Risk [1] 42:2 [1] 25:3 [2] 4:25 13:24 Reliable Recross Reseller Rislov [1] 51:9 [1] 2:2 [1] 173:22 RECROSS-EXAMINATION Relied Reside Road [2] 120:9 136:14 [1] 98:23 [2] 72:7 122:13 Reliefs Red Residential Rob [4] 163:20 166:16 169:4 169:8 [1] 5:13 [12] 37:17 45:13 45:16 45:20 45:21 Redirect Reluctant 80:12 80:13 80:16 106:7 106:14 106: Robert [2] 135:15 135:20 [14] 2:2 49:7 65:9 94:18 94:21 121:10 18 113:13 142:1 142:3 146:5 157:1 165:19 177: Remain Residents 16 210:17 210:18 [3] 63:4 79:14 131:22 [5] 58:14 58:15 154:11 154:15 176:13 Reduce Remaining Resourceful [1] 160:12 [1] 38:10 [1] 87:10 Reduced Remarking Respect Room [2] 22:15 99:12 [1] 205:23 [13] 8:5 10:2 10:10 10:17 10:25 103:4 Reenters Remedies 113:1 113:20 123:9 127:18 127:25 [1] 12:11 [1] 145:15 189:11 203:12 Refer Remember Respectfully [24] 32:1 64:7 64:16 82:25 89:9 90:23 91:2 91:13 154:24 161:19 161:22 161: 23 162:1 162:7 164:18 165:4 168:23 [2] 27:25 77:23 [6] 16:11 16:20 20:15 130:8 132:15 [1] 74:13 Reference 188:12 Route [3] 138:7 171:16 202:9 Respond 185:8 185:9 186:17 187:7 189:6 189: Referenced [1] 129:6 19 190:2 RPR [1] 138:11 Response [1] 1:22 Renew References [**15**] 8:10 18:5 18:7 19:23 78:25 109: [2] 65:18 66:19 Rule [8] 33:14 40:21 78:21 119:25 136:1 23 110:1 110:3 120:5 128:21 161:17 Reorganization 141:18 160:4 160:18 164:6 208:15 215:16 215:18 Ruled [1] 40:1 Referral Responsibility Rep [1] 66:14 [2] 123:14 201:20 [1] 123:21 Rules Referred [1] 52:2 Rest [3] 141:9 150:11 150:18 Repair [7] 37:8 60:20 60:22 118:5 129:1 142: [1] 123:14 18 145:13 Referring Ruling Repeat [5] 119:16 127:6 143:5 155:15 171:11 Restate [1] 127:2 Refresh [1] 92:17 [1] 126:17 Repetitive [1] 100:23 Restitution [1] 68:7 [2] 174:19 213:4 Refund Rumor Rephrase [3] 42:6 156:11 174:8 Restore [1] 154:9 T11 150:5 Refunded Run [2] 117:24 156:6 Report Restricted [3] 3:3 195:18 195:19 [1] 28:8 Refused [3] 8:8 8:14 128:9 Reported Restricting [1] 1:22 [1] 8:17 Regard Rural Restriction [2] 13:23 14:7 [3] 50:11 52:20 181:13 **[14]** 6:7 30:6 36:7 50:2 72:5 101:22 [1] 24:11 Regarding 122:10 146:23 158:1 180:11 199:9 Restrictions [2] 8:2 108:13 223:6 223:9 223:19 [1] 8:25 Regardless Reporters **[1]** 170:7 Result S&S [1] 144:1 [4] 33:15 75:5 84:17 204:18 Regards Reporting [16] 14:20 15:16 17:9 20:25 21:8 21: Retail [3] 2:17 28:12 28:17 15 40:21 41:3 67:7 126:6 126:24 127: [6] 72:21 87:15 123:20 200:7 200:8 Reports 3 129:14 129:19 214:7 216:13 200:11 [3] 7:24 8:4 41:3 Registered Retailers Represent [5] 117:25 156:6 160:20 223:5 223:19 [1] 75:20 [3] 66:3 212:10 212:13 Retain Regular Representative **[5]** 59:10 59:12 113:25 136:3 181:13 [1] 79:10 [4] 62:9 66:2 74:6 202:20 Retract Regulate Represented [1] 13:2 [1] 156:23 [2] 5:16 77:3 Reimburse Return

[14] 14:4 66:21 66:24 67:8 70:4 144: 10 145:18 160:6 169:23 176:25 177:3 202:22 203:10 218:20 Reviewed [2] 177:2 195:21 Reviewing [2] 54:5 169:2 Revocation **[5]** 7:19 11:7 11:14 12:10 13:19 [2] 13:6 217:21 Revoked [3] 4:17 7:16 13:22 Revokes Right-hand [4] 55:13 81:2 81:13 81:18 Ringing [2] 114:10 150:2 [3] 108:20 147:23 182:21 [2] 1:14 140:22 [4] 27:18 69:20 123:13 164:5 [5] 114:8 122:8 123:23 143:19 148:24 [5] 1:10 2:7 122:1 122:3 122:11 Robertson [2] 152:20 152:22 Rolayne [2] 1:12 5:21 [15] 3:19 4:8 16:22 26:6 66:11 102:7 102:9 132:24 134:16 145:15 159:24 161:18 162:6 178:11 184:8 Roughly [2] 48:18 104:16 [3] 18:20 29:21 128:6 [12] 4:19 4:22 5:12 12:3 17:5 17:12 18:11 21:3 21:24 26:16 130:12 218:3 Rulings [4] 5:22 5:25 6:1 6:1 [2] 142:18 143:5 [3] 168:10 193:7 195:6 Running [2] 47:2 192:20

S

[220] 1:4 2:21 3:3 3:8 4:3 4:16 4:17 4: 21 4:25 5:2 6:14 6:18 7:20 8:6 8:12 8: 17 8:18 9:2 9:6 9:9 9:23 9:23 10:3 10: 4 10:5 10:13 10:19 10:24 11:15 11:23 12:13 12:22 13:20 13:24 14:7 15:6 15: 12 16:17 17:14 19:1 19:3 19:8 19:18 20:11 20:17 22:19 27:17 28:8 31:7 31: 9 31:16 31:22 31:24 32:9 33:20 34:4 34:14 34:23 35:5 35:11 35:17 37:3 38: 17 38:19 39:1 39:9 39:20 40:2 40:6 40:21 41:4 41:6 41:18 42:1 42:4 42: 18 42:23 43:2 43:11 45:7 46:17 47:3 51:12 51:23 52:1 52:3 55:4 56:18 56:

Representing

[1] 93:13

[5] 101:10 101:11 108:11 114:14 210:

23 57:6 58:22 59:19 62:9 63:14 64:6 73:4 73:6 73:17 74:6 74:23 76:6 76:8 76:12 76:23 82:16 82:17 83:16 83:22 84:4 85:8 85:20 86:7 86:10 86:14 87: 19 87:23 88:6 88:9 88:12 88:14 89:9 90:11 93:5 93:12 97:25 103:9 103:11 103:18 104:6 104:23 107:21 108:16 109:4 111:12 111:20 111:22 111:23 112:4 112:16 113:23 114:4 114:5 114: 14 114:22 115:3 115:6 115:22 115:25 119:22 120:11 120:13 124:15 124:20 125:2 125:2 125:3 125:4 128:3 128:8 128:9 129:12 129:16 129:18 131:10 136:18 136:25 142:17 147:15 149:14 149:18 149:22 150:1 151:5 151:8 151: 10 152:18 153:13 156:9 159:6 160:2 160:9 161:9 161:15 167:19 168:9 172: 15 173:3 173:13 177:4 177:7 181:19 181:20 189:22 191:7 191:22 192:23 194:3 201:2 201:6 201:13 201:16 203: 7 203:13 204:18 205:8 207:1 207:4 207:17 208:8 209:2 210:7 210:14 211: 22 212:6 212:10 212:18 213:11 213: 16 219:25 220:3

S&S's

[8] 7:19 8:20 12:10 23:10 95:18 95:24 116:19 198:13

Safe [1] 162:12

Sahr [151] 1:10 4:1 4:9 7:14 16:24 17:24 20:19 21:22 22:9 23:21 25:9 25:23 27: 2 44:11 44:23 45:3 45:6 45:12 45:18 45:21 46:1 46:5 46:8 46:11 46:14 46: 19 47:1 47:6 47:8 47:12 47:15 47:18 47:21 48:1 57:21 58:8 58:13 58:17 59: 4 59:9 59:18 59:21 61:6 65:1 65:7 67: 19 67:23 68:8 68:16 69:2 69:6 69:9 69:14 69:19 69:24 89:3 89:13 89:18 90:4 91:1 91:5 91:19 94:4 97:8 97:23 98:4 98:12 100:5 101:24 102:2 102:6 117:4 117:10 117:17 117:21 118:9 118:14 118:15 118:18 118:23 123:22 129:5 130:15 132:3 132:9 132:16 138: 24 140:2 143:14 144:6 144:18 145:8 145:16 153:21 153:25 154:5 154:16 154:23 156:3 156:16 156:20 162:3 163:1 165:16 167:15 168:3 168:15 168:19 175:4 175:8 175:12 176:5 176: 10 176:15 176:18 177:6 177:11 177: 14 178:3 178:19 179:2 193:25 196:1 196:9 196:15 196:19 198:7 198:11 207:11 207:15 209:10 210:4 210:10 210:15 211:11 211:21 212:5 212:13

Sale

220:18 221:11 221:22 [4] 8:23 9:2 9:24 60:5

Sales

[27] 8:17 9:15 9:17 52:2 52:8 53:2 54: 15 75:18 75:21 78:3 82:21 82:25 83:1 84:17 84:19 85:1 87:5 87:8 87:15 87: 16 91:13 131:2 161:8 177:12 190:2 202:20 210:11

212:17 212:23 213:3 213:9 213:14

214:13 214:18 215:21 216:17 219:22

Salesman [2] 32:2 53:14 Salesman's [1] 32:5

Salesperson

[5] 34:4 47:16 55:19 209:15 210:14 Sanctioned

[1] 166:4

Sannes

[149] 6:15 6:16 6:22 6:22 13:11 13:13 17:3 18:2 19:11 19:13 19:23 19:24 20: 25 22:8 24:3 25:21 26:4 26:7 26:12 26:13 26:23 27:11 27:23 28:20 28:25 29:25 34:2 36:11 40:13 40:15 42:7 49: 11 54:4 57:17 65:13 65:14 66:25 67:1 70:2 70:3 71:15 78:10 78:13 78:17 79: 23 82:6 83:9 83:12 85:25 86:1 86:3 88:25 95:17 96:1 96:15 97:5 98:20 98: 21 98:24 100:6 100:11 100:19 100:25 101:6 101:8 109:19 111:6 115:17 115: 18 115:20 117:2 121:13 121:14 126:4 126:18 126:20 127:7 127:19 129:6 129:10 131:9 132:6 132:12 134:9 134:

14 134:21 135:7 138:9 138:19 139:1 139:3 142:19 142:24 144:13 148:11 150:12 151:7 151:17 151:19 153:18 157:4 157:5 161:13 165:11 165:20 171:21 175:3 178:18 178:21 179:18 186:10 186:13 186:22 186:23 188:3 189:1 192:7 193:20 196:1 196:8 197: 1 197:8 197:20 197:24 198:9 198:14 198:23 204:3 207:8 207:9 212:1 212: 3 212:9 212:15 212:21 213:1 213:6 213:13 213:24 216:4 217:3 218:5 218: 22 219:8 219:13 219:23 220:2 220:7

Sannes's [1] 23:22 Sat [1] 110:22

Satisfactory [1] 172:17

Satisfied [4] 86:17 95:24 166:9 203:20

Saturday [1] 213:17

Save [9] 76:13 116:21 116:21 124:23 124: 24 125:12 148:7 153:2 182:2

Saved [6] 43:15 43:21 87:2 87:3 90:9 93:3 Saving

[7] 51:6 88:17 93:2 116:15 116:19 116:23 202:5

Savings

[25] 41:17 43:10 76:14 76:15 76:20 77:1 92:3 92:9 92:16 94:23 95:2 95:3 95:12 97:10 97:13 97:16 97:24 98:6 98:6 98:10 98:14 98:16 99:21 104:1 153:16

Saw

[12] 163:8 163:15 164:10 164:22 166: 18 166:25 167:4 167:10 169:5 177:2 188:2 188:21

Schedule

[3] 89:6 175:16 178:16

Scheduled [1] 178:14

Schedules [2] 10:8 69:10

Scheduling

[1] 221:12 Schmit [1] 151:24 Scope

[1] 217:11 Scratched [1] 106:15

Scribbled

[1] 54:24 SDCL

[3] 5:1 14:1 65:19 SDN [2] 152:1 152:15

Season [1] 44:14

Second

[10] 8:5 36:9 38:4 56:4 62:23 105:21 126:14 155:12 198:3 219:19

Secretary

[5] 31:25 73:19 73:20 158:10 175:20

Secretary's [1] 73:21

Secretary-treasurer [1] 175:20

Secrets [1] 17:7 Section

[1] 65:23 Sector [2] 36:2 200:21

See

[36] 12:10 16:3 25:2 28:15 47:8 53:2 59:1 67:25 76:25 79:4 80:25 100:19 106:11 110:15 116:8 122:22 130:10 130:13 131:2 135:19 137:25 144:11

151:1 160:19 163:6 165:18 169:17 169:21 183:6 186:8 189:10 195:4 195: 14 221:18 222:1 222:12

Seed [2] 30:22 72:21

Seeds

[8] 30:13 30:14 30:16 30:21 30:23 30: 25 38:2 38:18

Seeing [2] 52:21 150:4 Seem

[3] 58:1 62:5 110:16

Segment [1] 145:1 Sell

[8] 30:25 31:1 46:17 52:25 53:3 72:22 158:18 158:21

Selling

[7] 34:13 35:20 63:7 63:15 104:1 107:

13 108:17 Sells [1] 30:22

Send [1] 191:6 Senger

[19] 1:15 7:10 11:25 22:13 22:16 22: 20 24:12 24:13 26:20 65:19 66:7 66: 17 67:16 68:13 70:16 71:5 211:10 214:11 221:1

Senger's [2] 23:24 67:25 Sense

[4] 60:19 128:17 138:24 138:25

Sensitive [1] 136:6 Sent

[4] 148:5 204:25 215:6 215:14

Separate

[5] 24:8 105:5 175:23 200:9 203:16

Separated [1] 22:23

Separately [1] 138:8

September

[11] 103:5 103:12 103:21 161:2 164: 13 168:25 171:9 171:16 171:17 205: 11 207:12

Sequester [2] 25:10 25:19

Sequestered

[7] 16:21 21:2 25:16 25:22 26:24 27:1

Sequestering [2] 22:11 70:9

Sequestration [5] 25:12 26:21 27:7 27:9 67:6

Service

[171] 2:25 3:4 3:11 3:12 14:19 36:3 37:17 37:19 38:18 39:1 39:9 39:23 40: 6 40:8 43:6 44:5 44:7 48:3 51:9 52: 21 55:5 55:6 55:10 56:13 57:1 57:3 57:5 61:11 63:11 63:15 64:5 64:10 64: 13 77:9 80:13 80:20 81:5 81:13 84:7 84:18 85:5 85:8 86:14 86:17 87:12 88: 5 88:8 88:14 88:19 90:22 92:15 92:16 92:22 92:22 92:25 93:1 93:5 94:24 95: 9 95:14 95:19 95:20 95:24 96:19 97: 12 97:19 98:2 98:9 99:23 100:17 101: 7 104:2 104:23 105:20 106:17 106:18 106:20 106:21 106:23 107:1 107:13 108:17 109:9 111:11 111:18 111:23 111:24 112:4 113:8 113:10 114:3 115: 3 115:8 115:25 118:1 118:7 119:8 120:13 120:15 120:21 120:23 123:14 124:5 141:11 141:16 147:14 148:18 149:14 149:15 149:17 149:18 149:22 150:6 150:22 150:24 153:13 156:8 158:23 159:11 160:9 164:4 168:12 171:9 172:5 172:6 172:6 172:7 172 10 172:14 172:17 172:18 172:24 173: 1 173:8 173:10 173:13 173:15 173:25 174:13 174:20 175:18 176:1 176:2 176:3 177:8 182:6 191:15 191:22 192:

23 193:2 193:5 193:9 194:15 194:22

196:4 201:22 201:23 203:21 205:16

206:18 206:19 206:20 206:21 206:22 207:4 207:17 207:23 208:3 209:13 209:15 212:24

Services

[50] 5:10 8:24 9:2 9:8 9:24 11:2 11: 12 28:9 31:13 34:14 34:19 34:21 34: 24 35:6 35:17 35:21 36:3 37:14 39:5 42:22 46:17 56:19 80:20 80:23 81:15 83:20 83:21 84:4 85:16 85:20 105:25 116:19 117:7 123:12 140:25 141:3 141:4 169:15 170:2 199:19 200:20 203:12 203:15 204:10 204:12 204:14 204:15 204:18 210:2 212:20

Session

[**5**] 143:17 145:20 145:23 220:19 220: 21

Set

[7] 29:20 30:3 52:4 117:5 125:7 181: 23 201:17

Seven [1] 103:1 Several

[7] 14:15 18:16 18:25 53:8 62:14 121: 3 218:19

Shall [1] 65:21

Share [1] 20:22

Shareholder [1] 102:22

Sharing [1] 179:24 Sheet

[9] 3:6 3:14 61:20 161:9 163:8 163:10 167:8 176:23 185:18

Sheets

[6] 79:9 79:13 110:6 110:12 110:19 144:3 Short

[7] 13:14 48:6 80:6 115:18 157:17 218:10 220:20

Shorthand [2] 223:9 223:9 Shortly

[2] 35:18 99:8 Show

[17] 4:13 7:12 12:16 12:20 15:24 19: 14 28:1 37:12 80:10 81:11 81:12 91: 10 91:16 91:20 100:23 180:1 216:8

Showed [7] 103:25 164:23 166:13 167:1 182:

16 183:14 183:15 Showing

[3] 108:4 149:10 190:8 Shown

[9] 61:19 66:5 137:16 160:24 161:15 169:22 185:3 187:9 188:1

Shows [1] 40:20

Shut [3] 101:7 191:23 191:23

Side [7] 55:13 81:10 81:13 106:12 106:13

123:18 200:6 Sight

[1] 131:20 Sign

[**8**] 47:21 47:25 55:2 76:11 110:6 140: 25 160:22 161:5

Sign-up [1] 110:6 Signals [1] 139:14

Signatory [1] 71:14

Signature [15] 47:10 47:12 47:19 55:14 55:15 81:7 81:8 81:9 81:18 81:19 81:20 107: 3 109:10 202:21 205:17

Signed

[32] 9:9 9:20 38:17 42:3 47:24 55:21 55:23 57:4 64:15 65:3 76:8 81:25 83: 19 84:1 89:9 90:18 99:7 105:19 111:9

Word Index 120:4 120:10 169:1 172:2 191:7 191: 18 201:12 203:18 205:8 205:10 205: 25 206:2 208:3 Significance [2] 60:14 147:13 Significant [11] 23:18 75:17 102:22 136:19 137: 15 139:18 158:21 169:16 181:10 200: 25 202:3 Significantly [2] 25:17 136:24 Signing [2] 90:13 205:12 Similarity [1] 205:24 Simple [2] 105:8 155:1 Simplify [1] 22:13 Single [1] 9:8 Sioux [11] 122:17 124:19 125:8 125:9 172: 21 180:20 180:23 196:17 199:12 199: 22 200:14 Sisseton [1] 6:17 Sister [1] 152:11 Sister-in-law [3] 151:22 152:11 152:12 Sit [1] 221:18 Situation [14] 16:2 16:3 20:16 40:5 70:13 84:20 85:4 85:18 115:6 115:11 146:11 169: 14 177:23 208:6 Situations [2] 16:18 90:7 Six [13] 36:9 53:10 54:24 54:25 55:6 56: 219:6 219:9

13 57:1 61:14 72:18 75:24 182:13 Six-year

[2] 53:10 54:25 Sizable [1] 167:18 Slim [1] 217:19 Small [2] 15:13 60:17 Smet

[5] 30:9 30:15 30:25 32:7 32:12

Smith [172] 1:13 7:2 7:2 7:9 18:6 19:14 22: 12 24:6 24:12 24:13 25:13 26:4 26:17 26:20 26:25 27:5 27:21 29:3 29:4 29: 7 29:13 29:16 30:2 33:24 36:7 36:14 36:17 36:20 40:10 49:8 49:9 49:12 49: 15 49:21 54:7 57:14 60:15 60:20 60: 25 65:10 65:11 67:21 68:2 68:14 69:4 69:7 69:11 71:6 71:8 71:18 72:1 78: 12 78:25 79:1 79:21 80:2 82:2 83:6 83:10 85:22 94:3 94:19 94:22 96:7 96: 10 96:13 96:14 96:25 97:3 97:6 100: 15 100:21 100:25 101:1 101:5 101:14 101:15 101:20 102:1 102:3 102:10 105:9 105:13 109:24 110:2 111:2 115: 14 121:11 121:19 121:24 121:25 122: 7 126:13 127:12 127:15 127:24 128: 16 132:20 134:18 134:24 135:5 138: 12 138:17 138:22 140:6 140:9 142:2 142:6 142:15 143:5 144:4 144:15 145: 3 145:9 147:1 147:4 147:9 148:6 157: 1 157:2 157:12 157:16 157:22 161:18 162:12 163:5 165:8 165:13 170:20 171:3 171:4 171:5 171:10 174:25 177: 17 177:21 177:22 180:3 180:9 183:24 184:5 185:1 186:7 186:11 186:16 187: 3 188:23 190:9 190:14 191:2 192:11 193:16 196:18 196:22 197:7 197:17 198:19 199:7 206:4 206:9 207:5 210: 19 210:23 211:3 211:9 211:13 211:17

214:15 214:22 215:3 215:7 215:11

Smith's

[1] 129:6 Snow [1] 91:20 Sold [3] 8:15 8:18 153:5 Solid [2] 142:21 166:14 Someone [**13**] 42:17 42:23 43:2 51:25 114:10 119:22 125:2 125:3 150:10 150:14 157:13 183:7 196:16 Sometime Sometimes [2] 15:10 208:6 Somewhat

[4] 124:16 125:7 179:9 208:23 [2] 117:22 135:15 Somewhere [5] 31:18 51:15 86:11 92:15 167:10 Son [4] 103:2 104:12 105:19 109:1 Son's [1] 107:3 Sons

[1] 119:16 Soon [2] 84:23 179:20 Sooner [1] 179:11 Sorenson's [1] 38:23 Sorry [15] 19:12 37:2 50:24 56:10 96:9 96:

22 97:3 102:1 102:10 126:14 171:18 184:7 186:16 205:20 206:9 Sort [8] 68:20 90:7 141:15 156:17 182:10 201:7 216:1 219:12

Sought [1] 12:11 Sound

[3] 135:14 175:10 178:4

Sounds [3] 62:22 115:13 145:3 South

[72] 1:2 3:18 3:20 4:8 5:10 16:1 16:5 17:6 19:6 30:9 30:15 31:1 44:24 46:3 46:9 50:6 50:11 50:11 52:8 56:16 56: 21 58:5 58:6 58:14 58:15 60:2 64:24 66:13 72:8 72:14 72:24 73:1 89:14 89: 16 106:1 106:2 106:4 110:14 117:14 117:15 122:13 122:15 122:18 122:19 122:21 122:22 123:1 123:4 123:10 123:13 124:21 141:10 154:11 154:11 154:14 154:15 158:8 158:19 158:21 159:3 160:20 174:21 176:13 180:14 199:12 199:21 199:22 199:22 216:24 223:1 223:7 223:13

Southeastern [1] 52:7 Soybean [1] 30:22 Speakers [1] 175:13 Speaking [4] 17:19 25:2 112:18 117:4 Speaks

[1] 142:20 Special [5] 37:12 80:11 81:11 81:12 91:10

Specific [12] 31:20 70:20 70:20 110:6 112:10 141:19 147:21 161:24 164:16 185:1 216:5 219:1

Specifically [9] 50:22 63:8 137:25 208:10 216:14 217:6 218:16 219:15 219:15

Specifications [1] 209:1 Specificity [1] 162:7 Specifics

[12] 161:11 161:20 161:22 161:23

162:1 164:15 164:17 182:11 202:25 203:1 206:17 213:7 Specified [1] 28:14 Specify

[2] 112:1 141:12 Speculation [2] 151:8 189:4 Spell

[10] 6:20 30:5 50:1 72:4 101:22 122:9 157:25 180:10 199:8 205:19

Spelling [1] 6:7 Spending [1] 86:6 Spent [**2**] 92:10 99:22 Spoken

[6] 95:18 95:21 96:5 96:8 96:10 197:

Square [1] 50:19 SS [1] 223:2 Staff [51] 1:12 6:24 6:25 7:2 7:5 7:9 8:7 11:

13 11:21 11:24 11:25 12:4 12:6 12:12 12:25 13:17 14:4 14:11 14:15 15:16 15:20 15:24 17:16 17:19 18:4 18:7 20: 3 21:13 21:15 22:1 22:10 22:22 25:4 25:24 27:20 29:7 70:15 121:25 127: 10 140:8 180:3 211:8 211:12 213:12 214:2 214:7 218:9 218:13 218:15 218: 25 219:17

Staff's [13] 7:18 8:6 8:12 8:23 9:6 9:21 10:3 10:11 10:21 11:9 12:2 12:9 71:4

Stand [3] 79:24 138:17 143:3 Standard [1] 53:11 Standards [3] 18:11 208:20 208:21 Standing

[3] 8:19 19:18 143:11 Start [12] 18:24 54:2 105:7 110:5 115:21 116:23 122:9 142:11 204:4 208:4 208: 19 221:15

Started [10] 30:19 39:12 53:4 86:13 120:22 149:16 150:3 172:9 219:25 220:12

Starting [3] 142:11 197:24 198:1

State [52] 1:2 3:18 4:8 4:19 4:22 5:12 5:20 5:20 13:3 17:2 30:5 44:19 44:19 44: 24 45:1 45:2 46:3 46:9 50:1 53:17 60: 5 66:13 70:10 72:4 80:21 80:22 89:14 89:15 98:3 101:21 106:1 117:24 120: 12 122:9 123:13 123:19 127:24 134:5 141:10 148:19 156:6 157:25 159:3 159:4 165:7 180:10 199:8 216:23 217: 17 221:17 223:1 223:7

State's [3] 67:4 70:5 127:2 Statement

[46] 7:5 43:3 62:23 97:25 115:2 129:6 130:23 131:14 131:15 135:8 136:18 137:7 138:2 140:21 160:22 160:23 161:3 161:8 161:12 163:7 163:9 164: 10 165:24 166:3 166:7 167:4 167:4 167:19 169:18 169:22 176:25 182:20 183:21 185:3 185:5 185:13 185:16 185:17 185:22 186:18 187:8 188:2 188:6 189:15 194:9 195:4

Statements [17] 8:3 128:9 128:10 135:22 162:11 163:10 166:14 166:16 169:2 170:8 183:4 183:13 183:19 184:4 188:17 194:4 214:23

States [13] 9:10 11:3 37:6 58:9 58:12 65:20 65:23 66:4 70:6 96:19 100:1 154:14

158:19 Stating [1] 8:20 Statute [7] 9:4 12:3 66:21 67:6 70:4 70:24 216:5 Statutes [1] 7:17 Stay [4] 11:14 26:5 71:17 221:13

Steve [1] 152:6 Stewart [1] 16:3 Still [20] 14:3 21:13 39:9 62:6 84:3 85:14 88:14 90:17 95:24 99:1 112:4 115:12 116:24 130:3 130:5 151:5 176:2 179: 13 188:7 191:22

Stayed

[3] 41:23 43:17 145:24

Stipulate [8] 101:6 101:8 132:7 132:8 196:2 196:8 196:10 198:17

Stipulated [3] 28:21 101:9 221:19 Stipulation [3] 128:3 132:4 206:5 Stock [1] 160:4 Stop [2] 138:23 159:19

Stopped [6] 92:24 112:11 112:14 112:15 125: 21 212-24

Store [3] 99:9 103:12 113:14

Stories [1] 25:15 Story [2] 27:10 115:12 Straight

[2] 176:11 191:19 Strange [1] 195:7 Strategy

[1] 51:1 Strength [5] 53:1 53:3 53:18 53:20 53:21 Stricken

[2] 109:20 192:8 Strike [1] 156:21 Structure [1] 212:6 Stuck

[1] 163:15

Stuff [5] 24:17 32:16 33:20 53:15 218:4 Styrofoam

[1] 158:17 Subject [7] 5:17 8:21 8:25 9:4 9:9 10:1 26:21 Submitted [3] 10:9 12:17 147:22

Subpoena [2] 128:21 130:11 Subpoenaed [2] 128:19 128:23 Subsection [2] 65:24 66:4 Subsequent

[3] 28:9 125:19 125:20 Subsequently [1] 172:22

Substantial [4] 116:15 116:19 168:13 182:19 Substantially [2] 160:12 164:8 Substitution [2] 204:12 204:13

Word Index Traveling Throughout [1] 119:13 Suffered [1] 125:23 [6] 5:25 102:9 123:12 123:19 148:18 Tariffs [2] 11:17 11:19 [1] 10:7 154:13 Traversie Sufficient [2] 66:13 70:11 Throw Tax [3] 147:16 147:18 185:24 [1] 162:2 Treasurer [4] 82:21 82:25 83:1 91:13 Suggest [2] 158:11 175:20 Throwing Taxes [1] 11:13 [2] 175:13 178:9 Treat [1] 190:3 Sum [3] 25:4 132:18 163:2 Tied TC00-114 [1] 116:15 Treated [2] 8:22 66:9 [1] 59:8 Summary [3] 18:9 197:13 199:2 Timely TC02-166 [1] 85:4 [1] 113:16 Treating [2] 1:4 4:3 Summer Timewise [1] 24:16 Tech [1] 44:14 [1] 71:11 Trial [3] 99:1 100:4 172:14 Sumption [3] 65:21 70:8 70:13 Timothy Technical [14] 5:8 6:19 11:1 11:11 12:21 13:20 Tribunal [1] 50:20 17:14 20:17 120:11 128:3 135:8 142: [1] 22:21 [1] 213:25 Tina Telecommunication 18 143:5 212:11 Tribunal's [1] 1:17 Supervise [1] 5:9 [1] 10:13 Title [1] 214:3 Telecommunications [6] 8:24 11:2 143:7 151:20 152:9 168: [3] 74:11 153:1 172:15 Tried Supervision [3] 39:13 39:14 121:20 $[1] \bar{9}:22$ 11 Today [26] 6:18 7:8 13:15 15:4 20:5 21:12 Trimming Telephone Supper [25] 16:15 35:17 42:19 50:25 51:6 52: 9 56:13 57:3 75:17 75:18 75:19 104: 40:18 43:19 57:25 61:5 84:4 116:24 [1] 221:21 T11 31:11 118:20 122:8 129:16 132:2 135:17 Trip Supplied 155:23 156:2 178:13 179:19 179:21 23 109:15 111:24 115:25 124:5 151:4 [2] 57:24 178:19 [1] 149:22 218:11 218:15 218:19 219:16 160:9 182:5 182:14 182:19 200:18 Triple Support 200:20 200:21 217:10 Today's [1] 62:19 [3] 7:11 65:19 172:14 [1] 14:6 Telephonic Troy Supported T11 31:3 Together [7] 2:10 192:3 197:7 199:3 199:8 199: [1] 218:7 [4] 15:23 104:15 125:24 175:22 Tend 10 207:6 Suppose Toll-free [1] 66:8 Truck [2] 102:3 183:22 [1] 150:22 Term [1] 102:15 Supposed [6] 15:11 70:17 98:14 148:21 153:3 Tom [6] 57:7 60:24 85:20 109:16 119:8 True [20] 6:16 32:6 32:6 32:23 33:3 33:5 46:12 47:16 74:10 76:18 76:19 76:20 169:20 [5] 33:21 110:10 115:13 117:1 223:11 172:10 Terms Truthful Supreme 88:4 103:20 105:18 110:20 110:21 [10] 28:16 34:13 84:11 114:13 116:7 [1] 155:25 [2] 5:20 216:23 197:13 197:20 198:4 198:18 203:14 116:8 125:4 125:21 Try Surprised Tom's Test [3] 15:25 26:1 68:18 [2] 23:23 24:5 [2] 208:19 208:25 [1] 47:19 Trying Surrounding Tomorrow Testified [20] 15:23 27:13 58:20 60:18 63:13 [1] 158:19 [20] 29:11 45:9 49:19 60:16 61:22 71: [1] 132:1 90:23 91:19 119:20 123:25 136:9 140: 23 92:2 93:12 99:6 101:18 119:1 122: Suspended Took 23 157:12 170:13 183:21 192:4 218: 5 153:10 157:20 180:7 187:7 187:9 [13] 46:16 53:9 84:24 89:5 89:6 111: [2] 4:17 7:16 12 218:23 219:12 219:13 219:24 187:23 188:5 199:5 14 111:15 111:16 113:13 113:25 192: Suspension Tuesday Testify 19 209:4 223:9 [1] 7:19 [1] 210:1 [7] 19:19 19:25 126:23 192:12 196:16 Top Sustained Turn [3] 37:6 58:24 80:17 [3] 110:4 150:15 192:10 214:11 215:19 [8] 6:11 38:10 52:23 55:25 109:7 137: Testifying Total Swearingen 19 147:25 181:19 [6] 5:17 19:7 19:17 20:1 42:17 65:21 [9] 5:8 6:19 11:1 11:10 12:22 13:21 [13] 37:24 38:1 55:6 61:21 81:3 81:4 Turned 98:8 107:9 187:13 187:16 191:12 198: 17:15 20:17 212:11 Testimony [2] 103:2 136:22 [25] 11:22 11:24 11:25 12:5 17:18 17: 7 198:20 Sweet Turning 20 18:22 21:4 21:7 22:24 24:9 61:5 Touch [1] 13:15 [8] 15:13 38:4 38:11 54:19 78:8 81:10 65:22 78:19 87:1 109:20 120:8 126:6 [2] 124:4 221:13 Switch 82:11 191:2 143:20 150:13 155:6 207:16 211:15 [10] 58:22 58:23 61:11 88:12 113:17 Tough Two 220:16 222:4 113:18 113:22 116:11 116:14 191:25 [1] 220:7 [46] 16:4 30:20 36:8 37:10 40:24 41:1 Thematically Switched Toward 45:19 56:1 59:8 59:12 59:15 59:15 68: [1] 12:18 [23] 38:18 38:24 39:4 45:10 45:23 46: [3] 114:20 117:25 209:23 14 68:23 69:7 70:11 71:9 75:25 76:15 24 57:5 57:7 83:21 88:19 110:8 111: Themselves Towards 81:1 84:14 93:20 95:22 104:9 104:13 [2] 20:18 212:14 12 111:19 111:22 112:15 113:16 113: 104:14 106:23 125:21 137:4 137:8 [1] 35:19 21 114:2 115:22 115:25 172:10 172: Therefore 161:20 163:11 164:4 170:10 173:21 Town 11 174:1 [4] 21:13 189:2 189:5 189:11 177:22 178:20 183:1 193:8 194:12 [11] 31:10 44:16 57:23 69:3 69:5 69: 194:19 199:21 200:1 203:16 212:19 Switching Thereof 18 89:7 94:5 120:6 125:24 175:6 [2] 41:17 46:24 [1] 151:10 221:8 Trade Switchover They've Two-minute [2] 17:7 198:5 [1] 30:20 [1] 39:6 [2] 21:17 67:12 Traded Sworn Thinking Two-page [1] 183:18 [10] 5:17 13:9 29:10 49:18 71:22 101: [3] 109:2 178:5 218:21 [1] 56:1 Trailer 17 122:4 157:19 180:6 199:4 Thinks Two-way [1] 16:5 [1] 212:19 System [1] 129:3 Training [5] 34:17 34:18 35:22 124:7 189:24 Third Туре [1] 53:2 Systematically [18] 20:19 21:8 44:17 53:5 53:7 53:23 [6] 10:2 45:8 54:20 117:19 118:25 Transaction 53:23 58:3 59:17 62:8 64:17 117:12 [1] 12:19 142:12 [4] 135:9 136:12 192:15 210:13 126:21 128:10 131:4 131:11 169:14 Thousands Transcript Т 212:8 [1] 129:21 [4] 1:7 3:17 145:19 146:23 Typed Three Transcription [1] 166:3 [23] 37:14 37:16 40:24 41:2 64:9 67: [1] 223:12 [4] 204:15 204:18 209:8 210:25 21 68:15 76:15 87:2 104:9 113:13 Types Transfer T1s 113:17 142:9 150:18 164:4 178:18 [2] 163:21 205:17 [1] 206:14 [4] 203:23 203:24 204:2 208:5 182:6 183:1 191:13 203:23 204:1 209: Typical Transmitted Table 7 218:7 [2] 97:14 146:4 [1] 128:2 Three-year [1] 202:3

[1] 191:13

Threw

[1] 53:12

Tainted

[1] 94:7

Tariff

U

U.S.

[9] 51:5 69:10 122:20 123:4 123:8

123:18 123:19 123:20 178:16

Word Index [**200**] 21:2 22:1 25:8 26:21 27:20 27: 22 29:6 29:10 32:15 42:15 42:20 43:4 [2] 106:7 106:13 Vendors [1] 6:17 Ultimately [2] 123:16 194:8 Wednesday [5] 214:4 220:4 220:24 221:16 222:12 43:8 43:12 43:18 43:23 44:2 44:6 44: [3] 52:10 111:19 203:13 Venture 20 45:1 45:5 45:11 45:15 45:20 45:25 Ultimatum Week [1] 217:17 46:4 46:7 46:10 46:13 46:18 46:21 47 [1] 209:22 [2] 52:3 159:19 Verification 4 47:7 47:11 47:14 47:17 47:20 47:23 Umbrella [2] 166:10 195:15 Weekend 48:5 48:8 48:12 48:16 48:23 49:14 49: [2] 168:17 212:18 [2] 113:4 176:1 Verified 18 57:18 58:7 58:11 58:16 59:1 59:6 Unable [1] 195:15 Weeks 59:12 59:20 60:3 60:7 60:10 61:12 61: [2] 39:20 150:1 [2] 14:15 95:22 24 62:3 62:10 63:5 63:17 63:22 64:7 Versa 64:14 64:19 64:23 65:5 65:16 66:14 Unanswered [1] 122:25 Wegner's 66:15 67:11 68:12 68:13 69:15 70:10 70:16 70:19 71:5 71:9 71:22 79:1 89: [1] 219:6 [1] 120:6 Versed Unavailable [1] 152:18 Welcome 11 89:17 90:3 90:24 91:3 91:12 91:18 [1] 125:22 [6] 3:10 148:4 170:16 175:7 177:19 Versus 92:5 92:11 92:17 92:20 93:6 93:10 93 Unaware [2] 92:10 202:2 15 93:18 94:2 97:22 98:3 98:10 98:19 Well-aware [1] 140:9 Via 100:14 101:14 101:17 116:3 117:9 [1] 129:17 Unconstitutional [1] 182:8 117:16 117:20 118:8 119:7 119:12 [4] 15:18 215:25 216:2 216:7 Wendy 119:17 119:24 120:16 120:22 121:8 Viable [5] 2:8 157:18 157:23 158:2 158:3 121:18 122:4 139:11 139:15 139:22 Under [1] 137:17 141:6 141:17 142:23 143:1 147:1 147: Vice [22] 7:17 9:15 9:18 17:2 24:10 29:11 West 3 153:24 154:3 154:13 155:10 155:16 49:19 66:4 67:6 71:23 92:2 101:18 [1] 113:15 [87] 1:10 42:11 42:13 42:16 42:25 43: 155:20 156:1 156:15 156:19 157:7 117:5 122:5 128:5 128:5 157:20 168: Western 5 43:9 43:14 43:20 43:24 44:4 44:9 157:19 166:2 166:11 166:20 166:24 16 180:7 185:9 187:17 199:5 61:3 61:6 61:9 61:21 62:1 62:4 62:22 [1] 153:6 167:5 167:17 168:14 168:18 168:21 Underbonded 63:12 63:18 63:23 91:25 92:7 92:13 Whichever 168:25 169:8 169:11 169:19 170:3 92:18 92:21 93:7 93:11 93:16 93:19 [1] 9:7 [1] 173:24 170:6 170:16 171:15 175:3 175:7 175: 94:6 94:14 102:21 102:24 118:12 118: Understate Whole 10 175:19 176:9 176:14 176:17 177:5 17 118:21 119:10 119:14 119:18 120: [1] 12:19 [8] 84:14 131:17 143:13 148:19 193: 177:10 177:13 177:19 177:21 180:6 7 120:17 122:25 140:17 140:19 141: 181:7 187:11 187:15 187:20 189:16 189:21 190:4 190:7 193:17 194:7 194 Undertaking 12 198:3 205:24 210:13 13 141:20 142:13 154:25 155:11 155: [1] 168:2 Wiest 17 155:21 158:10 168:20 168:22 169: [166] 1:12 5:21 6:11 6:13 6:20 6:23 7: 4 13:11 18:4 19:22 22:10 24:25 25:11 17 194:20 195:5 195:17 195:23 196:2 Unexpected 3 169:10 169:13 169:25 170:4 170:11 [1] 176:6 196:13 197:6 197:9 199:4 204:22 207: 171:19 179:22 186:14 186:25 187:12 26:10 26:15 26:18 27:19 28:23 29:1 9 207:14 208:1 209:14 210:6 210:13 Unheard 187:19 187:23 188:13 189:13 189:18 29:2 29:5 34:1 34:3 36:15 36:18 36: 22 40:11 42:9 42:12 49:6 49:10 49:13 211:5 211:6 211:8 211:9 [1] 208:17 190:1 190:5 193:23 194:1 194:14 194: 18 194:24 199:24 199:25 200:2 205: Witness's United 54:10 57:16 57:19 59:23 61:1 65:8 65: [2] 21:4 78:18 16 219:20 219:23 220:6 220:11 [1] 154:14 12 65:15 66:23 70:1 71:3 71:16 78:16 Witnesses Victor Unless 78:24 79:3 79:25 80:4 82:2 82:4 82:8 [36] 2:2 16:20 17:16 18:25 20:9 21:1 [1] 199:10 [5] 11:7 27:2 71:12 89:25 184:1 83:8 83:14 85:24 89:2 91:6 91:23 94: 21:6 21:10 21:11 22:11 22:16 25:13 View Unlimited 1 94:11 94:16 96:4 96:9 96:12 96:23 25:22 25:24 26:5 26:24 29:18 65:17 65:20 67:14 67:15 67:19 68:4 68:15 [2] 193:11 210:25 [7] 37:12 54:25 80:9 80:10 80:18 80: 97:1 97:4 98:18 100:13 101:2 101:9 Viewed 101:13 105:11 109:23 109:25 110:4 19 106:17 68:17 69:3 69:13 71:10 90:5 94:5 127 111:4 111:7 115:16 117:3 118:10 121: Unobtainable [1] 23:10 18 157:10 179:17 179:19 196:3 211:12 Violated 9 121:12 121:15 121:17 121:23 126:9 [1] 12:15 Wittler 126:17 127:5 127:10 127:14 128:13 Unrealistic [2] 5:11 8:13 [3] 1:22 223:5 223:18 132:17 132:22 134:1 134:7 134:17 Violating [1] 15:20 Wolkow 134:22 138:16 138:18 138:20 138:25 Unrelated [1] 220:3 [2] 32:10 32:11 139:4 140:15 140:18 141:22 142:1 Violation [1] 25:15 142:5 143:2 145:4 145:12 146:24 147: Woman 2 147:8 147:11 148:9 148:12 150:15 [5] 4:18 4:21 8:19 9:4 9:25 Unsolicited [1] 73:23 Visited [1] 159:15 151:16 153:19 156:24 157:3 157:6 Wonder αŪ [2] 34:9 35:18 161:17 162:5 165:21 170:17 170:21 [1] 179:3 Visiting 171:2 171:24 175:2 177:15 177:18 [70] 13:20 15:17 16:8 20:4 45:23 47:3 Wonderful 177:20 177:25 183:23 184:7 186:21 47:7 52:4 59:8 61:25 63:7 64:15 65:3 [1] 51:20 [1] 142:8 186:24 190:12 190:15 192:10 193:18 75:1 79:18 84:22 86:23 89:9 91:13 95: Voice Wondering 193:21 196:20 196:24 197:2 197:4 4 98:16 104:14 105:18 108:19 110:6 [1] 175:13 197:18 197:22 198:16 198:25 206:7 [2] 48:20 139:21 114:10 114:22 114:23 117:6 120:4 Volume 207:7 207:10 210:16 211:4 211:7 211: Word 121:3 121:4 125:7 125:16 130:15 139: [2] 1:6 62:20 14 214:24 215:2 215:5 220:22 221:4 [13] 37:24 73:15 73:16 73:17 81:3 81: 20 145:1 146:15 150:7 153:13 165:12 221:9 222:10 22 97:13 106:15 107:8 142:11 142:21 168:8 169:5 172:2 178:6 179:8 179: W Wife 147:20 221:2 25 181:23 182:4 182:7 183:8 191:16 [1] 179:25 191:16 192:4 192:16 192:20 192:21 Words Wait [6] 12:15 48:15 63:1 74:25 77:7 107: 194:21 198:12 201:10 202:14 202:15 Willard [5] 16:21 125:23 181:6 186:7 190:9 207:18 209:4 210:23 213:10 213:15 [13] 2:9 180:4 180:5 180:12 180:12 Wake 217:12 217:24 218:20 187:6 189:14 190:6 194:1 201:3 202: Works [1] 86:23 Urge 22 202:24 203:6 [3] 34:18 53:15 152:15 [1] 90:10 Walk Willing World [1] 32:16 USA [7] 14:2 132:3 132:6 132:7 132:11 [1] 208:12 Wants 144:11 218:24 [4] 152:8 180:16 180:17 204:25 WorldCom [1] 144:9 Usage Willingness [1] 16:2 [3] 153:8 153:8 153:9 Warrants [1] 57:25 Worry [1] 20:6 Utilities Wire [1] 143:19 Waste [6] 1:1 1:9 35:4 46:16 56:17 66:1 [1] 206:14 Worth [1] 172:1 Wireless [14] 44:5 55:6 56:13 57:1 95:9 95:12 Wasting [3] 168:12 177:8 212:19 95:14 136:20 182:21 185:8 187:18 [1] 121:21 Wise 193:2 194:15 206:18 Value Watched [2] 88:11 88:15 Worthy [4] 18:13 92:15 92:25 139:19 [1] 203:19 [1] 203:2 Wish Vander Watertown Write [3] 63:9 101:10 196:6 [1] 6:17 [2] 158:8 159:24 [3] 79:4 100:7 195:12 Withdraw Vantage Wayne Writing [1] 96:11 [9] 76:5 88:20 88:21 99:3 99:4 99:5 [2] 205:15 205:20 [4] 14:14 14:18 106:9 106:22 Withdrawn 100:5 100:6 100:8 Ways Written [1] 79:22 Various [2] 87:11 124:11 Withholding [5] 78:19 78:23 82:14 107:19 148:2 [4] 111:10 123:16 149:3 172:20 Weary Wrote [1] 17:25 Vendor [1] 143:8 [10] 54:24 76:17 76:18 76:19 79:7 92: Witness

Webster

[3] 123:20 124:23 135:11

-

Word Index

14 92:18 109:9 148:3 191:16

Y

Year

[34] 11:6 32:14 44:8 50:16 53:10 54: 23 54:25 60:11 75:9 75:11 80:9 80:10 81:11 81:12 81:14 106:23 107:12 112: 20 116:5 124:16 137:9 153:10 153:14 161:21 163:12 163:13 171:9 185:5 185:12 188:15 189:17 191:13 193:6 217:16

Year's

[5] 48:24 48:25 182:5 182:19 194:15

Years

[42] 30:19 34:25 35:1 37:11 40:6 41: 25 48:8 48:11 53:10 55:6 56:13 57:1 61:15 64:9 72:18 75:8 77:7 80:18 80: 19 81:4 85:6 95:14 95:15 103:1 103:1 123:6 137:8 148:22 148:23 158:13 161:20 163:12 164:5 167:20 170:10 172:5 172:6 182:6 182:23 194:19 206: 16 206:17

Years

[1] 193:9

Yields

[1] 9:19

Youngest

[1] 103:2

Yourself

[3] 22:6 34:7 75:1

YR

[1] 106:16

\mathbf{Z}

Zacker

[4] 159:9 161:1 167:1 171:17

Zero

[6] 172:3 172:4 206:21 206:21 206:22 206:22

THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF S&S COMMUNICATIONS/ALTERNA-CELL'S COMPLIANCE WITH COMMISSION ORDER TC02-166

Transcript of Proceedings
July 2, 2003



BEFORE THE PUBLIC UTILITIES COMMISSION,
ROBERT SAHR, CHAIRMAN
GARY HANSON, VICE CHAIRMAN
JIM BURG, COMMISSIONER

COMMISSION STAFF .

Rolayne Ailts Wiest John J. Smith Kelly Frazier Jim Mehlhaff Greg Rislov Harlan Best Keith Senger Dave Jacobson Michele Farris Tina Douglas Bonnie Bjork Heather Forney

Pam Bonrud

JUL 1 1 2003

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Reported By Cheri McComsey Wittler, RPR



	Ι	Ν	D	\mathbb{E}	

1	INDE	<u> </u>		
2	<u>Witnesses</u> <u>Direct</u> <u>Cro</u>	ss	Redirect	Recross
3	Keith Senger 23 1	.81	206	
4	Exhibit Nos.	$\underline{\mathtt{M}}$	<u>O</u>	<u>R</u>
5	S1 - S&S Application received 7-21-00	4	36	2.6
6	S2A - Staff data request,	4	30	36
7	8-1-00	4	36	37
8	S2B - S&S response, received 8-8-00	4	38	2.0
9		4	38	38
10	S3A - Staff data request, 8-29-00	4	38	38
11	S3B - S&S response, received 8-31-00	4	38	2.0
12		4	38	38
13	S4 - S&S bond received 9-8-00	4	42	42
14	S5A - Staff data request, 9-8-00	4	43	43
15	S5B - S&S customer list	-	10	40
16	received 10-20-00	4	43	43
17	S6 - AFC Collateral Agreement received 12-8-00		45	45
18		1	40	40
19	S7 - S&S compliance filing received 6-22-01	4	49	49
20	S8A - Bond cancellation notice received 9-7-01	4	4.0	4.0
21	S8B - Bond information	4	49	49
22	received 10-31-01	4	51	51
23	S8C - Partial copy of new bond received 11-7-01	4	53	53
24	S8D - Bond received 11-13-01			
25	2010 POUR LECETAER II-I2-01	4	54	54

	, , , , , , , , , , , , , , , , , , , ,				3
1		INDEX (Continue	<u>d)</u>	
2	Exhibi	t Nos.	\underline{M}	<u>o</u>	<u>R</u>
3		S&S customer list received 7-22-02	4	55	55
4		Staff letter	4	33	
5		dated 7-22-02	4	55	55
6	i	Letter from John Burke received 8-2-02	4	55	55
7	S10A	Staff data request,			
8		8-15-02	4	60	60
9	S10B	Staff data request, 8-22-02	4	60	60
10	S10C	Staff data request,			
11		9-9-00	4	60	60
12		Staff data request, 9-17-00	4	60	60
13	S11A	S&S response			
14		received 8-30-02	4	61	61
15		S&S response received 9-11-02	4	61	61
16		S&S response	•	01	01
17		received 9-24-02	4	61	61
18	l	Letter of Credit received 9-12-02	4	62	62
19		S&S customer list	4	02	02
20		received 11-4-02	4	63	64
21		Staff correspondence, 11-5-02	4	0.2	0.0
22			4	83	88
23		Spreadsheet and disk	96	97	97
24		S&S customer list received 12-23-02	4	66	66
25		E-mail correspondence 1-10-03	4	68	70

1 MS. AILTS WIEST: Staff, are you 2 ready to call your next witness? 3 MR. FRAZIER: Kelly Frazier for Commission staff. Yes, we are. 4 5 MS. AILTS WIEST: Go ahead. 6 MR. SANNES: Ma'am, before we begin 7 we would like to make a motion for a continuance. 8 MS. AILTS WIEST: Go ahead. 9 MR. SANNES: The reason being for 10 the motion for the continuance is I have had the 11 opportunity over the last 24 hours to begin 12 reviewing numerous pieces of documents that the 13 staff has provided to S&S, Les Sumption, and to 14 Matt. 15 In a nutshell, the basis for our motion is that this Order to Show Cause was first noticed, I 16 17 believe, on June 16 of this year. I was retained 18 by my clients on the 25th day of June. Since that 19 time we have had an opportunity to try to come forward to this Commission and make as many good 20 21 faith efforts to show where we are at, to tell you 22 that we are not contesting numerous pieces of 23 information. 24 Unfortunately, it appears to us that staff 25 will be offering what we consider to be expert

testimony that could have numerous evidentiary problems under the rules of evidence.

Further, they appear to have done numerous calculations that we have not had an opportunity to have our expert review and make a determination on exactly what the formulas and the other things that they are using. We believe we would be greatly prejudiced if this hearing were to continue today with the staff's testimony on these exhibits.

We wish we weren't at this place, but in the interest of due process and protecting my client's right to a fair and impartial hearing, we're respectfully requesting a continuance so we can have an opportunity to review this information and to present their case because we believe now we will have to offer some type of testimony in regards to the information that the staff is now presenting.

We believe we will be greatly prejudiced if we are not given this continuance.

MS. AILTS WIEST: Staff.

MR. FRAZIER: Thank you,

Commissioners. I would note that this is the fifth attorney that Mr. Sumption has brought for staff to speak with and communicate with. At some point his

consistent pattern of disabling his own case by not being able to maintain an attorney has got to quit working for him. This has just become a consistent pattern.

We received no discovery request. When we scheduled this hearing we said -- I said at that time he did not have an attorney legally situated to represent him. There was absolutely no action for approximately two weeks.

When he finally did retain an attorney, which I believe was the Wednesday before the hearing we never received a call. We were prepared to give them any evidence, any material that they needed. We received nothing, no calls, no contacts, no inquiries, no motions, no discovery, absolutely nothing.

His consistent pattern of using an attorney up, getting another one, and then asking for more time has just got to quit working for him. And so I would strongly, strongly object to this. This is his own voluntary action brought these circumstances in.

If he would have taken care of it at the time this was noticed, we wouldn't have this problem.

These are numbers he provided to us, calculations

he's aware of and that he has been discussing with prior attorneys that Keith has been making.

So all of this information is stuff that he knows about, calculations he knows about, and numbers he provided and, again, we would just say if he's going to continually intentionally disable his own case, I would say it's just got to quit working for him.

MR. SANNES: Ma'am, if I may have a short response to that, I would like to state for the record and remind the Commission that we're not here to disable our own case.

From the very beginning on Monday morning when this Commission first met I stated that we would not be contesting issue number 1, issue number 3, issue number 4, issue number 5.

We're coming in here with open arms. We're trying to protect our rights, and we're also trying to work with the Commission. I believe the Commission's guidance to counsel on Monday when we recessed for the evening was to get together and to see if we can attempt to come to some type of shortened version on this.

We have been unable to do that. We are making the best faith effort we can. We have stated we

are not contesting the removal of our Certificate of Authority. That's the key thing I believe the staff and the Commission as you stated so eloquently on Monday is here and concerned about.

In regards to the figures, yes, they are figures that we have provided, and I have told the staff that figures that we have provided we will not be objecting to. But the problem is I am looking at numerous pages of exhibits that are figures not provided by my client.

These are figures that are created by the staff, and I want to use language where they say "assuming" within their own calculations. Or "believes that." Clearly then we have assumptions. We have speculation on the part of staff.

These are not numbers that have the inherent indicators of reliability, and we need to have an opportunity to review these exhibits. If it wasn't for these exhibits, we would not have this situation here today.

We are trying to be open with the Commission.

We are trying to come forward and say we are not contesting these issues. But when it comes down to these exhibits and because of the offering of these exhibits we will need a continuance to preserve not

1 only the record but preserve my client's rights. 2 CHAIRMAN SAHR: I have a couple of 3 questions for Mr. Sannes. MS. AILTS WIEST: Go ahead. 5 CHAIRMAN SAHR: Mr. Sannes, is it 6 your contention, though, that any law as far as 7 notice and any statutory rules were violated in how this hearing was set? 8 9 MR. SANNES: No, sir. But may I 10 remind the staff and the Commission that numerous 11 pieces of exhibits -- it's not like these have been 12 in existence for a long period of time. 13 CHAIRMAN SAHR: I'll get to the 14 exhibits in just a minute. I just want you to 15 answer that question. 16 And your clients obviously knew that this hearing was set. I would think that they would be 17 in a pretty good position to be able to discuss 18 what I expect Mr. Senger will offer into evidence 19 20 because it's facts about their companies, and yet I 21 don't even see your clients here this morning. I 22 didn't see them on Monday. 23 I don't see your expert witness here. could bring your expert witness. You'd have all 24 25 day to look at these exhibits. We certainly would

..........

give the expert witness adequate time to review them. But to not even bring your client, to not even bring your expert witness and then to say you are somehow going to be prejudiced by that, I think that's a bit of a stretch.

And I'm also concerned that apparently according to staff you put in no request for discovery. You were retained on the 25th. You could have made the phone call that day to staff and said please send me all the documents.

Why didn't you do that?

MR. SANNES: And if I may respond to that, first of all, in regards to our expert witness and our discovery, once again, we're talking about documents that the staff -- if you look at your exhibits, they received on Friday, June 27 at 4:35.

Okay. There are other attorneys that have been retained. Russ Blau was in contact with Kelly Frazier throughout this whole entire time. At no time was anything provided to him.

Why did I not contact the staff on Wednesday when I was retained on that afternoon? First of all, I was waiting for the information so that I could contact the staff and I could go through it.

I would submit that even if I would have received this information, we would have actually needed a continuance from the very beginning because these certain exhibits that we are talking about are not figures that are complied by my client.

There are numerous mathematical formulas in here that are going to go to expert testimony. Retaining an expert within that short period of time, having them examine literally the hundreds of lines that the staff has put together just would not be possible.

We decided that we are trying to work with the Commission. We are trying to come in from the very beginning and work with you and tell you we are not contesting the revocation of our Certificate of Authority. We are not contesting the release of the 1-800 numbers.

The staff had eight witnesses, I believe, appear on Monday. Not one witness testified to the fact that they had not had a 1-800 number released. We have released those 800 numbers. If the staff has evidence of a 1-800 number we haven't released, give it to us. We will ensure it's released.

We are here to work with the Commission. We

have been trying to work with the staff. I have spent many hours, late nights literally I guess last night on the phone with the staff trying to work through this. But if we're going to get down to these specific exhibits and they're going to make assumptions and speculation as to what my clients believe, then we have no choice but to ask for a continuance.

CHAIRMAN SAHR: What year did you graduate from law school?

MR. SANNES: I graduated in 1996.

tell you from my experience from what I learned in law school and see as an attorney if I'm retained by a client, I have the duty to get that case ready to go by the hearing and to the best of my ability, and I'm a little concerned you're blaming staff for delays when you didn't even ask for the exhibits to be presented.

And, I mean, how do you justify that you didn't make a single phone call last week and then you're turning around and saying somehow staff has launched this surprise attack on you?

MR. SANNES: Sir, with all due respect, I am not blaming staff. I have the utmost

respect for the government on this. I do believe that we prepared this case in a very judicious and excellent manner.

I will not change any part of my strategy in coming forward. We came forward, and instead of presenting numerous witnesses, numerous exhibits, we came forward in good faith to this Commission -- instead of putting up some type of frivolous defense, we came forward and said we will not contest from the very beginning.

And I take offense that you would accuse me of not acting in a judicious manner for my client. I am not trying to attack the staff. What I am saying is that the documents that they are producing -- I have told the staff that if it is from one of the attorneys, I do not have an objection. I have told the staff if the document's from my client, I do not have an objection.

But the documents that they have prepared, which I am confident as staff has told me they were in working late this weekend to complete, even if we would have had a discovery request, then we could have continued this matter. I could have gone very judiciously through it and taken this thing out for many more weeks or attempted to.

2

3

4

5

6 7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

We're coming forward to work with the Commission, and I think that should be given a lot of credit to my clients.

And why did I not make a phone call? That was trial strategy between myself and my clients. First of all, I did not have all the information. I was contacted by the phone. I will tell you I do not want to jump into something where I do not have the information and make accusations before I hear something from both sides of the story.

I think that is the most respectable thing to do and I treat the staff with the utmost respect but I am respectfully requesting a continuance to protect my clients' rights.

We did not object to exhibits they produced on Friday at 4:30. We were here Monday morning. did not object to any of that. Why could they have not contacted the attorney, who is still of record, and Kelly Frazier, he's going to offer an exhibit here, was e-mailing last week. They didn't produce any of these exhibits for him.

So, therefore, I am not attacking staff. I am just saying in the interest of fairness that we need a continuance if we're going to go over

specifically Exhibits S24, 21, 22, and 23. 1 CHAIRMAN SAHR: Isn't it the 2 attorneys, though, whose responsibility it is to 3 request that information? I mean, as far as I 4 know, Mr. Frazier didn't deny the other attorney 5 access to any of the information. 6 Do you know if they did? Do you know if a 7 request came in from that attorney? 8 MR. SANNES: I cannot tell you. I 9 have not had a chance to talk with that attorney at 10 length in regards to many of the conversations. 11 And I'm not arguing with the staff that I am the 12 fifth attorney. 13 We're not here to obstruct. We've stated that 14 we're not contesting revocation of the COA. We're 15 not contesting the revocation of our bonds. 16 I mean, this is coming in with open arms. 17 What we're concerned about is the fines, the civil 18 penalties, the attempted lifetime ban. 19 Commissioner Sahr, you requested me to provide you 20 with any type of authority in regards to a lifetime 21 22 ban. We researched that issue in depth yesterday, 23 and I cannot find one case in the 24 telecommunications industry that talks about a 25

lifetime ban. And, therefore, I'm going to have to ask the staff later on to give the specific basis for their lifetime ban so this can be preserved for the record.

We are trying to do everything that the Commission asks. Alls we are asking is that they are going to go through these exhibits that they have created that they have their expert that its their numbers. And they make assumptions. They make beliefs.

I don't know of any type of evidentiary rule that allows the other side to state I believe what S&S -- he doesn't say I believe. He says S&S believes. How does he know what S&S believes? Is he S&S? No.

He can state what the government believes. He can state what anybody else wants to say on this or someone whose made a complaint, but he can't state what my client believes.

In regards to my client not being here, that is the choice of my client. I am here. I am representing him. We are trying to be fair and judicious with this process.

CHAIRMAN SAHR: And speaking of fair and judicious, you asked to have a continuance on

Monday -- or you asked to have extra time on Monday and not proceed Monday night, and then here you come in Wednesday morning and request that continuance.

It seems like a little bit of a strange strategy, especially considering staff was ready to proceed on Monday night and you're the one that requested to have the hearing continued.

MR. SANNES: Yes, I did. And I thank the Commission for giving me that continuance. This 24 hours I've had a chance to review the numerous exhibits that they've given us, and I would be remiss -- as I'm sure you're well-aware, I have to defend my client to the best of my ability, and if I was to not ask for this continuance, I would be committing malpractice.

CHAIRMAN SAHR: And then just a hypothetical question. If the hearing is duly noticed, if every procedural step was followed, if no law has been broken on bringing this matter for today, if we have an attorney of record who didn't request discovery, and if we have a situation where staff is alleging some serious concerns for the public and for the citizens of South Dakota, why should we not proceed today?

MR. SANNES: Because it's my

understanding that this is a fair and neutral fact-finder, that the job is for them to have the evidence before them presented properly.

The problem is that numerous pieces of the evidence do not meet the rules of evidence, do not meet the standard. We will have to prepare because they are attempting to offer these exhibits.

If the staff doesn't want to offer these exhibits and, you know, just go forward and offer the exhibits that my clients have given them, that the attorneys have given them, I have said we have no objection. We're here to work. This is a completely reasonable request.

If I would have requested a two-week continuance because I came on on late Thursday or Friday instead of coming here Monday and coming in in open arms and trying to help the people of South Dakota and this staff, would I have been granted that continuance? I certainly hope I would have because of it being a fair request.

Here we're asking no more than that two-week continuance, even though we've already put in the paper -- not put in the paper but it's been reported widely that we're not contesting the

revocation of our COA.

9 10

8

11

12 13

14

15

16

17

18 19

20

21

22

23

24

25

In regards to your question about me being disbarred last time, that's another great question. You know, if I was disbarred, that's not a lifetime ban. I'm disbarred, that's taking away my Certificate of Authority. That's what you're trying to do here today, and we're stating take away my clients' Certificate of Authority. We're not contesting it. They're not going to be able to practice, for that sense of the term, after you guys do that.

And we think we're being extremely reasonable. You're talking about major fines and penalty. You're talking about major numbers here. We're not talking about thousands. We're talking about hundreds of thousands and as the staff has presented these documents, maybe even millions that they believe are different places. This isn't small change. Alls we're asking is a chance to review these numbers.

CHAIRMAN SAHR: Thank you. And I should say, though, that certainly I don't think asking any of these questions shows anything but that we're looking at this fairly and impartially. These are, I think, legitimate questions to ask,

and I appreciate your answers, Mr. Sannes.

scheduled?

MS. AILTS WIEST: Mr. Frazier, have

any of S&S's attorneys ever served any discovery requests on staff since this hearing has been

MR. FRAZIER: No. After the hearing was scheduled I got on the phone with Mr. Blau and Frankel and asked them to give the names -- since they weren't going to be filing an ad hac vice to get a name of the in-state attorneys so we could start talking about getting them copies of the exhibits, things of that nature.

I tried on several occasions to get the name of an in-state attorney. At one point Mr. Blau told me he knew the name -- or he didn't recognize the name, but he wouldn't give it to me. And I don't know why he wouldn't give it to me. At some point he said he didn't remember the name. But he wasn't coming forth with the name for us to get discovery to.

As far as the newness of the numbers, if
Matt Swearingen was here, he would be able to
testify the numbers Keith used to calculate the
bond were numbers that he had been discussing.
These are calculations that are well over a year

old.

Matt Swearingen knows all about this. There's nothing new here.

Staff wants to come forward and say we disagree with S&S on the bond, on the bond amount. Now unless S&S is going to come forward and say, yeah, I mean, we have to use these numbers and calculations just so you understand why the numbers are different. They're just calculations that Keith and Matt Swearingen have been bouncing around for well over a year now. They're just absolutely not new. Matt knows how these numbers are being reached.

MS. AILTS WIEST: I'm going to deny the motion for a continuance. S&S can certainly object to any specific pieces of evidence that staff attempts to submit this morning.

I would note that S&S has not asked for discovery or to discover any of this material. If I recall correctly, the attorney representing S&S at the meeting where the Commission discussed the motion to show cause did not object to holding the hearing on Monday, and I believe it certainly is S&S's decision not to bring any witnesses and so they may not have an opportunity to refute any of

the evidence but that was a decision made by S&S. 1 So with that, I believe staff can go forward 2 with their first witness. 3 MR. SANNES: Ma'am, for the record then I'd like to place an objection to any 5 documents and have a continuing objection to any 6 documents for failure to grant us a continuance and 7 also place on the record that if we were granted 8 this continuance, we would have an expert witness 9 here specifically in regards to the exhibits that I 10 have previously mentioned. 11 MS. AILTS WIEST: Okay. That will 12 be noted on the record. Go ahead, Mr. Frazier. 13 MR. FRAZIER: I would call 14 Keith Senger. 15 KEITH SENGER, 16 called as a witness, being first duly sworn in the 17 above cause, testified under oath as follows: 18 DIRECT EXAMINATION 19 20 BY MR. FRAZIER: Good morning, Keith. 21 0 22 Good morning. Α Could you please state your name and spell it for the 23 Q record. 24 Yes. My name is Keith Senger, spelled S-E-N-G-E-R. 25 Α

Q Okay. And where do you work?

- A I work at the South Dakota Public Utilities Commission as a utility analyst. The work address is State Capitol Building, 500 East Capitol, Pierre, South Dakota.
- Q Okay. And could you give us your educational background, please.
- A Yes. I graduated from Northern State University in May of 1992 with a bachelor's degree in business administration with major coursework in accounting and minors in both economics and computer management information systems.
- Q Okay. Could you give us a little bit of background on your work experience?
- A In June of 1992 I started my employment with the State of South Dakota as an auditor for the Department of Legislative Audit. In January of 1998 I accepted employment as the audit and compliance manager for the South Dakota Department of Transportation. In January of 1999 I joined the Commission as a utility analyst.
- Q Okay. In addition to this do you have any professional memberships, designations, things of that nature?
- A Yes. I am a certified public accountant in accordance with the State of South Dakota Board of Accountancy, member of the American Institute of Certificate Public

Accountants, and a member of the South Dakota CPA 1 Society. 2 Okay. And as part of your employment with the PUC is 3 it one of your jobs to assist in the regulation of 4 telecommunication companies? 5 Yes. Α 6 And in the process of doing so did you become familiar 7 0 with the company by the name of S&S 8 Communications/Alterna-Cell? 9 Yes, I did. 10 Α When did you first become aware of S&S? 11 0 In July of 2000 when I was assigned to process S&S's 12 Α application for an authority to provide service. 13 Okay. And by S&S you pretty consistently mean S&S 14 Q Communications? 15 Yes, I do. 16 Α Okay. Based on your knowledge and information that 17 Q you've received here with the Commission, could you 18 please kind of give us just a background on your 19 understanding of the nature of S&S's business. 20 Based on the information that S&S has provided to this 21 Ά Commission, S&S is a partnership owned and operated by 22 Les Sumption and Matt Swearingen. S&S's address is 23 125 Railroad Avenue, Aberdeen, South Dakota. S&S is a 24 provider of wireless cellular telecommunication 25

services and wireline long distance services. 1 S&S provides its wireline long distance 2 service through a combination of both facilities-based 3 4 and resale of underlying carriers. 5 Q Okay. And the wireline portion is the portion that you regulate with the PUC? 6 7 Yes. That is correct. Α MR. SANNES: Ma'am, I'm going to 8 object to this questioning. It appears the witness 9 is reading his information from a script and that 10 11 the attorney is asking them from a script. I haven't been provided a copy of that script. If 12 we're going to be scripting testimony, I'm going to 13 14 ask that all of his testimony be stricken. MS. AILTS WIEST: Mr. Frazier. 15 MR. FRAZIER: It is an outline of 16 17 questions that we used to follow the flow so that the Commission can understand the guestions. I did 18 19 in no way direct Keith as to what the answers to 20 these questions were going to be. 21 They're just a tool to -- this is a very 22 complicated case and a lot of complicated 23 information, and this was the easiest way for Keith

to organize his testimony for the purposes of

bringing forth a coherent story for the Commission.

24

25

So these are not coached answers by any means. 1 MS. AILTS WIEST: Go ahead. 2 MR. SANNES: Ma'am, if he has the 3 same script that the attorney for the staff has a 4 script, I'm going to, first of all, ask that they 5 be entered into the record as exhibits to preserve 6 7 it for any type of appeal. Second of all, there are very complicated 8 cases all throughout the world, whether they be 9 10 murder, rape cases, whether they be other civil You don't have the opportunity to give your 11 1.2 witness a script and ask him the questions off the 13 script and follow it. MS. AILTS WIEST: Do you object to 14 15 putting it into the evidence? MR. FRAZIER: Yeah. I don't believe 16 there's any foundation for putting in these 17 answers. I wouldn't move to enter this in as an 18 exhibit. 19 This is, again, just an outline. This is 20 consistently what we do with rate cases all the 21 This is an administrative hearing, and this 22 is absolutely nothing new to the administrative 23 process, to the best of my recollection, and I 24 don't see where providing an outline for the staff 25

1 to present the coherent testimony is a violation of 2 any rule. 3 MS. AILTS WIEST: Anything further, Mr. Sannes? 4 5 MR. SANNES: Those two documents 6 definitely need to be entered into the record as 7 exhibits to preserve anything for appeal. I'm not 8 asking them to be entered for evidentiary purposes 9 but they need to be entered into the record to 10 preserve it for appeal and I'd ask that they not 11 use the script. 12 You cannot script your testimony in any type of adversarial proceeding that I'm aware of. 13 14 VICE CHAIR HANSON: I have a 15 question, if I may. 16 MS. AILTS WIEST: Go ahead. 17 VICE CHAIR HANSON: So far I've 18 noted Keith has just simply told us about his 19 background and gave us some information about 20 S&S Communications. Certainly information about 21 himself he has every right to read and inform us 22 of. 23 I do have a question of Keith, though. Did 24 Kelly prepare your information that you're 25 presenting to us today?

THE WITNESS: No. Kelly did not 1 prepare it. I prepared every piece of --2 everything that I am stating I have prepared. 3 VICE CHAIR HANSON: All right. 4 Thank you. 5 MR. FRAZIER: And I wouldn't object 6 7 if the Commission wants this put in as an exhibit so they can see -- I wouldn't have any objection to 8 9 that. I just didn't think there would be a proper 10 foundation, but I sure don't have an objection if the Commission wants to see it. 11 MR. SANNES: I apologize. Maybe I 12 haven't made myself clear. I don't want this 13 14 entered as evidence. I want this entered into the record for an exhibit for appellate purposes when 15 16 we appeal any type of decision. 17 Because you can't script your testimony. And 18 if he's going to continue using that and he gets to 19 page 7, 8, 9, or 10 and that's the reason why we 20 made this objection as soon as I appeared they're 21 changing pages at the same time, that needs to be 22 in the record so the appellate courts can review 23 it. You can't script testimony, and I would object 24 if he's going to continue testifying to using that 25

1 script.

MR. FRAZIER: I guess I would note there's 25 exhibits here. To get to the answer of some of these questions it requires referring to page 13 of one exhibit which relates to page 7 of another exhibit which relates to 6 of another.

It's just impractical to consider that he would memorize this amount of material and be able to provide you a coherent map. The whole question that he's an accountant he needs to run these numbers through in a coherent fashion. And there's just absolutely no way anybody would understand these numbers without a reference point.

And these are merely for reference so he can work through the exhibits. I didn't know -- as far as what he says about his educational background, I just can't see there's any prejudice for him if he's nervous on the stand to keep notes for himself as to some of these just general background questions.

The rest of it are just for lack of a better purpose just a map through the exhibits is all that these serve for us.

CHAIRMAN SAHR: Well, I guess the question I would have is assuming we take the

of things

questions away and the information away from Mr. Senger, my understanding that the rules of evidence is that it could be used to recollect -- used for recollection purposes if he can't remember some of the technical calculations and those types of things.

If you ask him a question and he can't recall it and if there's something that can help spur that recollection, then my recollection is that he could use that, although, you know, I understand where counsel's coming from as far as having, you know, scripted testimony as well without having something worked in advance.

I mean, we do have -- at the Public Utilities Commission we do have a practice of especially in technical information of getting that introduced, but, you know, Mr. Sannes may have a point in that he doesn't want a witness just reading strictly from a script.

Now it's one thing if you ask the questions and some of them Keith can answer and some of them he can't and then if he can't answer it, he can go to that --

And I look to you. I mean, do you have authority to say that he can have those beyond the

1 practice of what sometimes happens here? 2 MR. FRAZIER: No, I do not. 3 MS. AILTS WIEST: At this point I would request that Mr. Senger not use that 4 5 material. And as far as putting it in the record, I'd like to take that under advisement at this 6 7 point, Mr. Sannes, but at this point it will not be 8 used by Mr. Senger. 9 MR. SENGER: May I ask a question? 10 MR. SMITH: May we have a short 11 recess. I just wanted to -- for your benefit, 12 Rolayne, I wanted you to take a look at it. 13 Whatever you --14 MS. AILTS WIEST: Well, this should 15 be on the record. You're pointing me to which --16 MR. SMITH: Just the two. There's a 17 couple of statutes that deal with the use of -- I 18 had just attempted to find the statutes in the South Dakota evidentiary statutes that deal with 19 20 the use of documents prior to or during testimony 21 to refresh recollection and I thought the counsel 22 for the Commission ought to have the benefit of 23 what the statutes say and that's why I suggested 24 maybe we take a short recess to allow the 25 Commission to look at what the statutes say and --

1	CHAIRMAN SAHR: And I think that
2	MR. SANNES: You can refresh your
3	recollection. I mean, that is certainly a viable
4	means of working with your witness. But you can't
5	script your witness, period. I mean, that's the
6	deal.
7	CHAIRMAN SAHR: And I think it is a
8	good time for us to go off the record and into
9	executive session to discuss the motion and the
10	request of Mr. Sannes. So why don't we do that,
11	and I think it's probably easier for the counsel
12	and the three Commissioners to go into the joining
13	room.
14	So let's do that, just go off the record just
15	briefly, and then we're going to come back and
16	resume. Thank you.
17	(A short recess is taken)
18	MS. AILTS WIEST: At this point,
19	Mr. Senger, you no longer have the material. Is
20	that true?
21	MR. FRAZIER: Yes.
22	THE WITNESS: I no longer have the
23	material.
24	MS. AILTS WIEST: And you may resume
25	your questioning.

MR. SANNES: Ma'am, in regards -you were going to take it under consideration
whether these would be entered into --

 $$\operatorname{MS.}$ AILTS WIEST: I'm still taking that under consideration.

MR. SANNES: All right. I would ask if he's going to refresh his memory, we're going to object if he uses the script. We don't have a problem if he refreshes his memory with exhibits, but if he uses the script to refresh his memory, we would object to any type of testimony, would ask for a standing objection to any type of testimony and that it be marked in the record each time if he were to review a script.

MS. AILTS WIEST: So noted.

COMMISSIONER BURG: I think he doesn't even have a copy of the script anymore.

MR. FRAZIER: Correct. And we would object to any portion of these notes being entered in that were not used. So the first five questions if Mr. Sannes wants those entered in, that's fine, but as far as the rest of the notes Keith used to organize his testimony, I'm going to object to those going in since they're not going to be used.

MS. AILTS WIEST: That's what I'm

taking under advisement. Go ahead, Mr. Frazier. 1 (BY MR. FRAZIER) Okay. Keith, could you take a look 2 0 at Exhibit 1? 3 Α S1? 4 Yes. 5 Q 6 Α I have it. 7 Could you describe this document? Q This document is a fairly thick document received by Α the Commission July 21, 2000. The first four pages of 9 this exhibit is S&S's -- this is the application that 10 S&S provided on that date, an application for a 11 Certificate of Authority that they provided. 12 The first four pages is the detailed 13 14 information that S&S supplied to us in regard to Administrative Rule ARSD 20:10:24:02. 15 The next group of pages I'm going to guess 16 somewhere in the neighborhood of 20 plus pages -- or, 17 excuse me, about 10 pages is S&S's financial statements 18 19 that they filed with the application, dated June 30, 2000 and dated December 31, 1999. 20 The next 20 some pages is S&S's proposed 21 application that they submitted -- or proposed tariff 22 that they submitted with their application. And the 23 last three or so pages are promotional information that 24

they provided with the application.

25

1		MR. FRAZIER: Any objection to this
2		being entered as an exhibit?
3		MR. SANNES: No objection.
4		MR. FRAZIER: I offer Exhibit S1.
5		MS. AILTS WIEST: Exhibit S1 has
6		been offered and received.
7	Q	Keith, all of this was received as S&S's original
8		application; is that correct?
9	А	Yes, it was.
10	Q	Okay. I'd like to turn your attention now to exhibits
11		S2A and S2B. Could you please describe these exhibits?
12	A	Exhibit S2A is what staff commonly refers to as a data
13		request. It is dated August 1, 2000, sent to
14		Mr. Sumption from myself. It is a request of
15		information asking S&S to provide supplemental
16		information that they did not provide in their original
17		application.
18		S2B is S&S's response to that data request.
19	Q	Okay. And so just to be clear, is it a common practice
20		when you receive an application for you and the
21		applicant to maybe do a series of questions and
22		answers?
23	A	Very common.
24		MR. FRAZIER: Any objection to the
25		entry of S2A and S2B?

MR. SANNES: No objection. 1 MS. AILTS WIEST: S2A and S2B have 2 been received. 3 Okay. Looking at the data request, I would direct your 4 attention to S2A, 5. What data were you indicating you 5 wanted from S&S at that point? 6 In my data request I was asking -- I noted in the 7 Α application that S&S stated that they would soon be 8 incorporating under the name RealTel. Question 5 asks 9 for some information and kind of directs S&S that once 10 they do incorporate they must notify the Commission and 11 then they would decide whether or not an application 12 13 was needed. Their response to that indicated to me that 14 S&S would contact the Commission once they were -- once 15 the incorporation was complete. 16 Okay. And to your knowledge did they ever manage to 17 0 get incorporated under RealTel? 18 S&S has never notified the Commission that they were 19 Α 20 ever incorporated. Okay. I'd like to direct your attention to Exhibit S3A 21 0 and S3B. Could you please describe these exhibits? 22 Exhibit S3A is another data request dated August 29, 23 Α 2000, sent to Mr. Sumption, signed by myself. 24 Exhibit S3B is a faxed response to that data request. 25

1		The fax was received August 31 of 2000.
2		MR. FRAZIER: Any objection to the
3		entry of these exhibits?
4		MR. SANNES: No objection.
5		MR. FRAZIER: I would move to enter
6		S3A and S3B.
7		MS. AILTS WIEST: S3A and S3B have
8		been offered and received. And I forgot to mark
9		down S2B. In case I didn't say that, S2B has been
10		received.
11	Q	Could you just describe the significance of these two
12		exhibits, Keith?
13	A	Yes. As you will see, the questions on the data
14		request match the answers on the data response. At
15		that time S&S indicated to the Commission that they
16		were providing prepaid long distance service to a
17		number of customers prior to being certified with this
18		Commission.
19		MR. SANNES: I'm going to object to
20		that prior testimony, ask that it be stricken from
21		the record, and the basis of that is the relevancy.
22		We are talking about what occurred in August of
23		2000.
24		S&S has been before this Commission numerous
25		times before that and had a chance to review this.

1		I don't see the relevancy of this type of
2		information to this hearing.
3		MS. AILTS WIEST: Objection
4		overruled. Go ahead.
5		MR. FRAZIER: Thank you.
6	Q	Did this document indicate how many customers S&S had
7		before they obtained certification?
8	A	Yes, it did.
9	Q	Do you know where that information is located?
10	A	That information is located under response 1 was their
11		total customers. Response 2 is their what they
12		indicated their prepaid customers to be.
13	Q	Okay. How many prepaid customers were there?
14	A	I'm assuming we should probably hold that until the
15		confidential portion.
16	Q	Okay. Thank you. As for the unearned income, is that
17		stated?
18	A	Yes. S&S reports their unearned income on this
19	1	document.
20	Q	And how much was that?
21		MR. SANNES: I'm going to ask that
22		we have numerous pieces of information here held
23		confidential. It was my understanding staff was
24		going to try to honor that as much as possible.
25		MR. FRAZIER: Okay. I won't go down
	i	

1 that road.

- Q What is unearned income? Maybe you can just give us some background on what that is.
- A When a company receives a prepayment for service it obligates that company to either provide the service or to refund the money.

In the case of a prepaid service that cash received is earned over the period of time as the company provides the service.

In this case S&S -- and I'm using examples.

For example, if S&S was to sell a five-year contract

for \$5,000, when they receive that money -- because the

service is to be provided in the future, when they

receive that money the full \$5,000 would be unearned

revenue.

After year one when one-fifth of that service has been provided one-fifth of that amount would be counted as revenue in that year. So in that year \$1,000 of the \$5,000 received would be recorded as revenue. The remaining 4,000 would be the unearned revenue.

- Q Okay. From a regulatory standpoint, why are you concerned about unearned revenue?
- A As I stated earlier, the unearned revenue portion is the amount that they would owe the customers if service

was not to be provided, or if the company was unable to 1 provide service, they would be obligated to refund that 2 3 money. Okay. And so how is unearned revenue connected to the Q 4 bond? 5 During this process staff indicated to S&S that we 6 Α believe that because they owed customers a large sum of 7 money for prepaid services that they had not yet 8 provided, we believed we needed to provide some sort of 9 security for those customers, should S&S not be able to 10 provide service. That amount is used in calculating 11 the bond amount. 12 Now in this filing did S&S give you any indication as 13 0 to whether they -- regarding their position on 14 15 obtaining this bond? I drifted for a minute. Could you repeat the question? 16 Α Did S&S take any position or provide you any 17 Q information regarding their ability to provide this 18 bond in this filing? 19 Yes. In this letter under item 7 S&S stated that they 20 Α were -- that a bond amount that staff was asking for 21 for 100 percent of the unearned revenue, S&S indicated 22 at that point that that amount of a bond was possibly 23 unobtainable. 24 So back when they were first even seeking their 25 Q

1		certification they told you there was a possibility
2		they may never be able to meet the bonding
3		requirements?
4	A	They did indicate that, and staff at that point
5		staff offered to S&S I said to Mr. Sumption, well,
6		come up with some sort of arrangement to provide
7		security, and I will consider it.
8	Q	Thank you. I'd like to direct your attention to what's
9		been premarked as Exhibit S4. Could you please
10		describe this exhibit?
11	A	Exhibit S4 is a fax to myself received September 8,
12		2000, faxed to me from Mr. Donald Niles who was S&S's
13		attorney of record at the time. This fax appears or
14		contains a \$50,000 bond.
15		MR. FRAZIER: Any objection to the
16		entry of this as an exhibit?
17		MR. SANNES: No objection.
18		MR. FRAZIER: I move to enter
19		Exhibit S4.
20		MS. AILTS WIEST: Exhibit S4 has
21		been offered and received.
22	Q	Okay. Could you explain why S4 was submitted, Keith?
23	A	Yes. During negotiations and discussions with S&S they
24		did indicate that they felt the bond amount that I was
25		asking for at that time was unobtainable. However,

1		they did provide this \$50,000 bond in good faith, I
2		think is using their words.
3	Q	Thank you. I would like to draw your attention now to
4		what's been premarked as Exhibit S5A and S5B. Could
5		you please describe these exhibits?
6	A	S5A is another data request signed by myself addressed
7		to Mr. Sumption dated September 8, 2000. Exhibit S5B
8		is a written response received stamp dated as being
9		received at the Commission October 20, 2000 from
10		Mr. Niles.
11	Q	Okay. Is this just another Q and A that goes back and
12		forth in the process?
13	A	Yes. This is another data request that staff issued.
14		MR. FRAZIER: Any objection to the
15		entry of these exhibits?
16		MR. SANNES: No objection.
17		MS. AILTS WIEST: So S5A and S5B; is
18		that correct?
19		MR. FRAZIER: Yes.
20		MS. AILTS WIEST: Have been offered
21		and received.
22		MR. FRAZIER: Thank you very much.
23	Q	Now my many understanding is they requested
24		confidential treatment of the contents of this;
25		correct?

- 1 Α Yes. They did request that this information be treated as confidential, and I have been treating it as 2 confidential. 3 So is it intended to kind of get into the meat of this 4 0
 - during the confidential portion of the hearing?
 - Yes. I will be using this document later and making Α reference to it.
 - As the nonconfidential matters, did you get the Q information the way that you asked for it?
 - Essentially what I asked for in my data request A was S&S's customer list and that they calculate their unearned revenue and their bond. S&S provided the information without the names, telephone numbers, and addresses.
 - Do you know why? 0

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Α S&S indicated to me that this information was highly confidential. They also indicated that it was their belief that I -- that the Commission, Commission staff, did not need this information to calculate the bond.

I considered their request, and in the spirit of moving on and getting this process done, I agreed that I did not need the names, numbers, and addresses so it was submitted that way.

Okay. I'd like to draw your attention to Exhibit S6. O Could you please describe this exhibit?

1	А	Exhibit S6 is a two-page fax to myself from
2		Les Sumption. The second page of this exhibit is a
3		letter that was attached to the fax dated December 8,
4		2000 from Aberdeen Finance Corporation to myself signed
5		by Tim G. Rich, vice president.
6		This is often referred to as what staff
7		staff often refers to this and the actual original
8		order granting the Certificate of Authority, refer to
9	1	this as the AFC, Aberdeen Finance Corporation,
10		collateral agreement.
11		MR. FRAZIER: Any objection to the
12		entry of this?
13		MR. SANNES: No objection.
14		MR. FRAZIER: I would move to enter
15		S6.
16		MS. AILTS WIEST: S6 has been
17		offered and received.
18	Q	Okay. You mentioned earlier there was some concerns
19		about the bond, S&S said it's possibly unobtainable, we
20		may never be able to get that bond. How did the
21		collateral agreement fit into the bond issue?
22	1	MR. SANNES: I'm going to object to
23		counsel's question. I believe it's an improper
24		statement of the record, and if we're going to
25		continue asking that type of question, I'd ask it

1 be correctly stated as the exhibit you have in 2 front of you states. 3 MR. FRAZIER: I'll rephrase the 4 question. How does the collateral agreement work to reduce the 5 Q 6 bond? The collateral agreement was S&S's method to providing 7 Α 100 percent coverage for their unearned revenue. 8 9 was their response to my offer to S&S to come up with a 10 method to become 100 percent bonded. 11 Okay. And did you describe how to works to reduce that 0 12 bond? Let me just read from the letter. And I'm quoting 13 Α "The Aberdeen Finance Corporation has agreed 14 that in the event of default by S&S of its contractual 15 obligations to provide long distance services to S&S's 16 17 prepaid customers, Aberdeen Finance Corporation will look to its collateral and to individual guarantees and 18 not to the customers for whom it holds finance 19 20 agreements." To me what that states is that -- let me take 21 a step back and explain the arrangements that Aberdeen 22 Finance -- my understanding of the arrangements between 23 24 Aberdeen Finance Corporation and S&S. MR. SANNES: I'm going to object 25

then to this line of answers. It calls for speculation on exactly what Aberdeen Finance Corporation's belief is as to its agreement with S&S.

MR. FRAZIER: He's not saying what they believe. He said they needed to provide this information to him before he would recommend approval. He's just merely stating his understanding of the agreement which was the basis of his recommendation that the Commission approve this agreement.

MS. AILTS WIEST: Objection overruled.

A My understanding of this document is that S&S sells long-term contracts. Their customers have the opportunity to either pay cash for that long-term contract or to finance that long-term contract, much as if someone would finance a car.

Aberdeen Finance Corporation through this

letter indicated that -- my understanding is that

Aberdeen Finance Corporation indicated that they

would -- if S&S was unable to provide service, they

would no longer collect from those customers any unpaid

balances owed to Aberdeen Finance Corporation.

Q Thank you. I'd like to direct your attention now to

1 what has been marked as Exhibit S7. Could you please 2 describe this exhibit? 3 S7 is correspondence submitted to me after S&S was 4 certified. The top sheet of this letter was received -- the entire contents was received 5 June 22, 2002, addressed to myself, signed by 6 7 Mr. Niles. It contains a letter from Aberdeen Finance 8 9 Corporation on AFC letterhead signed by vice president 10 Tim Rich indicating the amount of principal balance that Aberdeen Finance Corporation was holding in loans 11 12 for S&S's customers. 13 If you look at the pages with a lot of 14 numbers on them, the bottom of the pages are numbered 1 15 of 9, 2 of 9, on and on and on. That is S&S's customer 16 list, and it also calculates the unearned revenue. 17 This document was submitted to us, to the Commission, 18 in compliance with the order. It was their June 21, 2001 compliance filing, customer list. 19 Okay. Since this is confidential, would you just wait 2.0 Q until the confidential portion to talk about this? 21 22 Absolutely. Α 23 MR. FRAZIER: Any objection to the 24 entry? 25 MR. SANNES: No objection.

1		MR. FRAZIER: Move to enter.
2		MS. AILTS WIEST: Exhibit S7 has
3		been offered and received.
4	Q	Okay. Let's move on then to S8A. Could you please
5		describe this exhibit?
6	A	Exhibit S8A is a one-page letter addressed to the
7		South Dakota Public Utilities Commission received
8		September 7, 2001. It is a bond cancellation notice
9		from a company, Allied Insurance.
10	Q	Okay. And you received this via mail or via fax?
11	A	Via mail.
12		MR. FRAZIER: Any objection to the
13		entry of this exhibit?
14		MR. SANNES: No objection.
15		MS. AILTS WIEST: Exhibit S8 has
16		been offered and received.
17	Q	Again, what does the exhibit tell you?
18	A	This exhibit tells me that S&S's bond that was filed
19		before the Commission was being cancelled as of
20		October 30, 2001.
21	Q	Okay. Does it say why?
22	А	The letter states failure to submit underwriting
23		requirements.
24	Q	What are underwriting requirements?
25		MR. SANNES: I'm going to object,
	1	

unless he knows the specific underwriting requirements of Allied Insurance. Each responding company has its own different underwriting requirements.

MR. FRAZIER: We're not asking him to say why this specific underwriting requirement was not met, just for -- he deals with bonds on a day-to-day basis with these certificate applications, and he was just providing his general knowledge of what underwriting requirements are for the information of the Commission.

MS. AILTS WIEST: I believe he can provide general knowledge. Go ahead, Mr. Senger.

- A My general knowledge of underwriting requirements for a bonding company are when a bonding company bonds -- submits a bond in order to -- for coverage they request the company being bonded to supply various information to the bonding company so the bonding company can determine whether or not they will submit the bond or will issue the bond.
- Q Okay. This one states that he failed to submit underwriting requirements; correct?

MR. SANNES: I'm going to object to that because now he's asking for him to draw a conclusion. There can definitely be other

1 requirements than what he just stated, and that could have been one of the reasons why this was 2 3 withdrawn. 4 MR. FRAZIER: We didn't ask that he 5 state that his general understanding of bonding requirements was why this bond was cancelled. 6 7 I merely asked him so this letter stated that this bond was cancelled for failure to submit 8 9 underwriting requirements. It's just the content 10 of the letter, and I was asking him to affirm it. 11 MR. SANNES: He's asking the 12 question in a manner so that you would assume since 13 he didn't comply with the procedural matter it was 14 not written and it was cancelled. 15 What we're stating is the exhibit speaks for 16 itself. There should be no further testimony other 17 than that. 18 MS. AILTS WIEST: I believe the exhibit does speak for itself. We can move on. 19 20 I'd like to draw your attention to S8B. Could you Q 21 please describe this exhibit? 22 Exhibit S8B is a fax sent to myself from S&S Ά 23 Communications received 10-31 of the year 2000. 2.4 Could you describe the contents of the exhibit? Q 25 MR. FRAZIER: First I guess I would

1		move to enter if there's no objection.
2		MR. SANNES: No objection.
3		CHAIRMAN SAHR: Could I just have a
4		clarification? Did you say 2000?
5		THE WITNESS: If I said 2000, it was
6		an error. It was sent to us 10-31-2001.
7		CHAIRMAN SAHR: Just wanted to
8		clarify, trying to follow the time line. Thank
9		you.
10		THE WITNESS: If I misstated, I
11		apologize.
12	Q	Okay. Did you request a copy of this exhibit?
13	A	During the process of after I was notified that
14		S&S's bond was being cancelled I made numerous phone
15		calls and was in contact with Mr. Sumption numerous
16		times. We discussed how discussed that staff needed
17		a new bond prior to the date that this bond was being
18		cancelled.
19		As the October 30 date neared I continued to
20		call Mr. Sumption and tell him that we need a bond. On
21		that date, $10-31-01$, S&S submitted to me this letter.
22		This letter is a letter on Worldwide Insurance
23		Specialties' letterhead addressed to Mr. Sumption
24		stating that the bonding amount of \$75,000 is approved
25		subject to normal underwriting procedures, terms, and

conditions. 1 Okay. Now I'd like to draw your attention to 2 0 Exhibit S8C. Could you please describe that exhibit? 3 Exhibit S8C is a fax received on November 7, 2001, 4 A addressed to myself, signed by Brenda Sumption. The 5 second page is the new bond that is in effect that is 6 dated being effective October 30, 2001. 7 MR. FRAZIER: Any objection to this 8 exhibit being entered? 9 MR. SANNES: No objection. 10 MS. AILTS WIEST: Exhibit S8C has 11 been offered and received. 12 Okay. So S8C is a bond from Star Insurance Company; is 13 0 14 that correct? 15 Α That is correct. 16 And S8B was a bond from -- supposedly come in from what Q 17 company? The letter to me indicated Worldwide Insurance 18 Α 19 Specialties, Incorporated. 20 Did you ever hear from Worldwide again? Q No, I did not. 21 Α Any idea what happened to them? 22 0 I have no idea. 23 Α Okay. I'd direct your attention then to S8D. Could 24 0 you please describe this exhibit? 25

1	A	This is a copy of the actual bond received by the
2		Commission received November 13, 2001.
3		MR. FRAZIER: Any objection to this
4		being admitted as an exhibit?
5		MR. SANNES: No objection.
6		MS. AILTS WIEST: Exhibit S8D has
7		been offered and admitted.
8	· Q	Okay. We'll just move on there. That's for
9		completeness of the record. Let's just move onto
10		Exhibit S9A, B, and C. Could you please describe these
11		exhibits?
12	A	Exhibit S9A is a excuse me. Exhibit S9A is a letter
13		sent to myself signed by John W . Burke received at the
14		Commission July 22, 2002. It contains the second
15		page of this exhibit is a letter from Aberdeen Finance
16		Corporation signed by Tim Rich containing the amount
17		that is covered under the AFC agreement.
18		Exhibit S9B and S9C did you ask me about
19		S9C?
20	Q	Yes.
21	A	S9B and S9C are communications between Mr. Burke and
22		myself discussing the confidentiality of Exhibit S9A.
23		Let me back up. S9A is, in fact, S&S's compliance
24		filing, the customer list that they are required to
25		submit with the unearned revenue and bond calculations.

1	Q	And you used this to help calculate the bond?
2	A	Yes, I did.
3		MR. FRAZIER: Any objection to S9A,
4		B, and C being entered?
5		MR. SANNES: I don't believe and
6		I may have missed it that he has talked about
7		S9C, but I don't have any objection even if it
8		wasn't.
9		MS. AILTS WIEST: Exhibits S9A, 9B,
10		and 9C have been admitted.
11	Q	Thank you. S9A is the compliance filing?
12	A	Yes, it is.
13	Q	What's the date stamp on that?
14	A	This letter was dated July 19, 2002 received in the
15		Commission July 22, 2002.
16	Q	When was this due under the Order?
17	A	Under the Order this compliance filing was due
18		June 21, 2002.
19	Q	So it was basically a month late?
20	A	That is correct.
21	Q	What about the December 21, 2001 filing?
22	A	That filing was never received by the Commission.
23	Q	So the previous filing you never got, and this one you
24		got late?
25	A	Correct.

- Q Did you contact S&S to tell them that their December filing was never even received?
- A During the bond cancellation process that we discussed earlier I made numerous -- S&S, Mr. Sumption, and I were in communication via phone numerous times, and I did remind S&S at that point that their next filing was due in December 21 of 2000.

In February of 2001 I called Mr. Sumption and told him that his bond filing is late and that he needs to get it in.

- Q Okay. So looking at the one that was received

 July 22, 2002, is this the compliance filing you got

 prior to staff filing a motion for an Order to Show

 Cause?
- A Are you referring to S9A?
- 16 Q S9A.

- 17 A Yes. Could you repeat your question. I'm sorry.
 - Q S9A is the filing that you got right before you filed the motion -- or we filed the motion for an Order to Show Cause; is that correct?
 - A Once the compliance filing was late I called

 Mr. Sumption numerous times, and I actually called his

 attorney, John Burke, and told them again that the

 December filing was not received, the June filing was

 late, and I told them -- I instructed them if they did

	ı	
1		not get it in, staff would be filing a motion before
2		the Commission.
3	Q	Okay. Now was there any information in S9A that caught
4		your attention?
5	A	Yes, there was. If you look at S9A, there is a
6		customer on this exhibit
7		MR. SANNES: I'm going to object.
8		We asked on the very cover letter to keep this
9		confidential. It lists on the top please keep this
10		confidential. I just would ask that it be kept
11		confidential.
12		MR. FRAZIER: He's not going to be
13		addressing any numbers.
14		MR. SANNES: He's answering a
15		question specifically about information we've asked
16		to be keeping confidential.
17		MR. FRAZIER: He doesn't know the
18		answer. He doesn't know that it's confidential.
19		We've reviewed this material, and it's my belief
20		that his answer will not reveal confidential
21		information.
22		MS. AILTS WIEST: Is his answer to
23		this question something that's contained on the
24		exhibit?
25		MR. FRAZIER: It's a conclusion not

based on confidential information. We'll withdraw 1 and deal with that at a later time. 2 Based on your general accounting skills, were there 3 numbers that were just impossible? 4 MR. SANNES: I'm going to object. 5 Now we're starting to go into the information 6 7 that's asked to be held confidential. Why can't we do this during the confidential time? 8 MS. AILTS WIEST: I believe it would 9 be best to handle this during the confidential just 10 11 so we don't ever reveal any information that is 12 confidential. 13 Let's talk about the general nature of this exhibit. 0 Were you privy to the calculations that S&S was using 14 on previous bond filings, privy to the -- just the 15 16 general calculations, how they were generating their 17 numbers? 18 MR. SANNES: I'm going to object. 19 I'm not trying to be obstructive, but if we're 20 talking about the calculations, we're talking about the numbers. We're talking about general 21 22 information. 23 It seems like we're still trying to back-door. Please could we do this during the confidential 24 25 session.

1 MR. FRAZIER: I cannot conceive how him indicating whether he did or did not know what 2 3 calculations they were using is confidential. Either he did or didn't know what calculations they 4 5 were using. How is that even conceivably confidential? 6 7 MR. SANNES: He's discussing an 8 exhibit which we have asked to keep confidential. That's the basis to our objection. I'm confident 9 10 unless counsel knows his exact answer to the question, we very well could get into it. I'm just 11 12 asking that it be kept confidential. I'm not 13 objecting to the question itself, just please keep it confidential. 14 15 MS. AILTS WIEST: Again, I think it might be best to keep this during the confidential 16 17 portion. 18 0 We'll turn to Exhibit S10A, B, C, and D. Could you 19 please describe these exhibits? 20 Α Exhibit S10A is a data request from myself to 21 Mr. Sumption dated August 15, 2002. S10B is a second 22 data request from myself to Mr. Sumption dated 23 August 22, 2002. Exhibit S10C is a third data request 24 from myself to Mr. Sumption dated September 9, 2002.

25

Exhibit S10D is a fourth data request to Mr. Sumption

1		from myself dated September 17, 2002.
2	Q	And these are the normal questions and answers that
3		goes back and forth in a docket regularly? Is that the
4		best way to describe these?
5	A	These data requests were questions that I asked of
6		S&S Communications in regard to my review of their
7		compliance filing.
8	Q	Okay. And address the confidential nature of these at
9		a later time?
10	A	We certainly can.
11		MR. FRAZIER: I would move to enter
12		S10A, B, C, and D if there's no objection.
13		MR. SANNES: No objection.
14		MS. AILTS WIEST: S10A, B, C, and D
15		are offered and admitted.
16	Q	Let's move onto S11A, B, and C. Could you please
17		describe these documents?
18	A	S11B is a data response to myself, S&S's response to my
19		data addressed to myself signed by Mr. John W. Burke
20		dated August 30, 2001. This is a partial reply to my
21		first and second data request.
22	Q	What was the year again?
23	A	The date was August 30, 2002.
24	Q	Thank you.
25	A	Exhibit S11B is S&S's response to my third data

1		request. It is addressed to myself, signed by
2		Mr. Burke dated September 11, 2002, received
3		September 13, 2002. Exhibit S11C is a five-page
4		document to myself, again, signed by Mr. Burke dated
5		September 24, 2002 received September 26, 2002. It is
6		response to my fourth data request.
7		MR. FRAZIER: Move to enter, if
8		there's no objection.
9	;	MR. SANNES: No objection.
10		MS. AILTS WIEST: Exhibits S11A, B,
11		and C have been offered and received.
12	Q	Now this information is in did you receive financial
13		statements as a response to these data requests?
14	A	No, I did not.
15	Q	Did S&S indicate why?
16	A	No, they did not.
17	Q	Did they
18		MR. SANNES: I'm going to object. I
19		don't believe that is accurate. I think the
20		exhibits speak for themselves.
21	Q	In the S&S
22		MR. FRAZIER: I'm sorry?
23		MS. AILTS WIEST: Do you have a
24		response to that?
25		MR. FRAZIER: I'll just withdraw the

1		question and reask it.
2		MS. AILTS WIEST: Okay.
3	Q	Did S&S take a position on providing you the
4		information you requested in these data requests?
5	A	S&S objected to providing the information.
6	Q	Thank you. I'll direct your attention to Exhibit S12.
7		Could you please describe the documents here?
8	A	Exhibit S12 is a fax to me from Mr. Burke dated and
9		received September 12, 2002, and it contains a copy of
10		the irrevocable standby letter of credit issued by
11		Aberdeen Finance Corporation for S&S Communications.
12		MR. FRAZIER: Any objection as to 12
13		being entered?
14		MR. SANNES: No objection.
15		MS. AILTS WIEST: Exhibit S12 has
16		been offered and received.
17	Q	Now you noted earlier that S&S in the last set of data
18		requests in S11, the series that went back and forth
19		there, that S&S objected to giving you answers to your
20		data requests. What did you do at that point?
21		MR. SANNES: I'm going to object to
22		the phrasing of the question. They didn't object
23		to giving all the answers. They provided many of
24		them.
25		Once again, the exhibit speaks for itself. I

1		would just like the question to be rephrased.
2		MS. AILTS WIEST: Could you rephrase
3		that? I believe they did provide some answers.
4	Q	How did you respond to S&S's objection to completely
5		answering your data requests?
6	A	I contacted S&S Communications, told them that staff
7		would be filing a motion before the Commission.
8	Q	And was a motion filed?
9	A	Yes, a motion was filed.
10		MR. FRAZIER: If the motion for
11		Order to Show Cause issued by staff hasn't been
12		entered as an exhibit I didn't track what
13		Mr. Smith got in I would just merely request
14		that the Commission take judicial notice of a
15	STEPPE PROGRAMMA AND AND AND AND AND AND AND AND AND AN	motion in its own docket if there's no objection.
16		MR. SANNES: No objection.
17		MS. AILTS WIEST: Okay. We'll take
18		notice of it.
19	Q	I'd like to draw your attention now to Exhibit S13.
20		Could you please describe this document?
21	A	Exhibit S13 is a fax received at my e-mail address from
22		Matt Swearingen. The e-mail, excuse me, contained an
23		attached file. That attached file was a revised
24		customer list, which you see attached to the first
25		page.

1 MR. FRAZIER: Any objection to this 2 being entered as an exhibit? 3 MR. SANNES: No objection. 4 MS. AILTS WIEST: Exhibit S13 has 5 been offered and received. 6 0 Without addressing any confidential information, what 7 is this exhibit? 8 MR. SANNES: I believe he's asked 9 and answered that question already. He said it 10 was -- he just answered. We can have the reporter 11 read it back. 12 0 Does it have -- does it include the AFC numbers? 13 Ά This exhibit includes some information that staff 14 requested in previous data requests that S&S objected 15 to in their responses. It includes information that 16 staff was requesting so it could make a more accurate 17 bond calculation. 18 0 So it gave you better numbers for calculating the bond? 19 Α Yes. It gave me information that they did not provide 20 earlier that allowed me to make a more accurate bond 21 calculation. I do want to note that the individual 22 information on this was almost exactly the same as the 23 previous filing that S&S submitted. It just contained 24 additional information. 25 Q Okay. And they requested confidential treatment. Did

you want to address this in the confidential portion? 1 2 Α Yes, please. 3 Okay. We'll move on then. Q 4 MR. FRAZIER: Was 13 entered? 5 MS. AILTS WIEST: Yes, it was. 6 0 Let's move onto S14. Could you please describe this 7 exhibit? 8 Α Exhibit S14 is a nine-page document. It is a letter 9 from myself to Mr. Sumption dated November 5, 2002. It 10 contains S&S's customer information that they provided 11 in the previous filing, in the November 4, 2002 -- that 12 would be Exhibit S13 -- contained the information that 13 they sent me. 14 The right-hand side of that exhibit to the 15 right of the double lines contain six columns that I added in order for me to relay to S&S what I believe 16 17 the bond calculation was. 18 MR. FRAZIER: I'd move to enter S14, 19 if there's no objection. 20 MS. AILTS WIEST: Any objection? 21 MR. SANNES: I have no objection to 22 page 1 of S14 or any of the information that's 23 provided by my clients. 2.4 In regards to S14, I object as I do not believe that the proper foundation has been laid at 25

1		this point in time for the information calculated
2		by this witness.
3		MS. AILTS WIEST: Since this is
. 4		based on confidential information, it might be best
5		to leave this exhibit until such time as you can
6		perhaps do more foundation, Mr. Frazier.
7		MR. FRAZIER: Yes. I feel laying a
8		proper foundation would involve discussing some
9		confidential information that's been objected to.
10		We will hold off on that.
11	Q	Now we'll just address all the questions on 14 later.
12		Let's move onto S15. Could you describe what S15 is?
13	A	S15 is an 18-page document. It is an e-mail message
14		received to myself from Mr. Matt Swearingen received
15		December 23, 2002. This e-mail contained an attached
16		electronic exhibit. That exhibit is the last 17 or so
17		pages of this exhibit.
18	Q	Okay. This was received from S&S correct?
19	A	This was received from S&S.
20		MR. FRAZIER: I would then move to
21		enter S15.
22		MR. SANNES: No objection.
23		MS. AILTS WIEST: Exhibit S15 has
24		been offered and received.
25	Q	Did this exhibit contain all of the information that

1		
1		S&S was required to provide?
2	A	No, it did not. If you look at the cover sheet, the
3		e-mail message itself, Matt is indicating my
4		understanding of this is Matt is indicating to me that
5		this information is incomplete, and he states that he
6		will be sending the complete file next week.
7	Q	Did you receive the complete file next week?
8	A	No, I did not. Instead I received an e-mail message
9		from Matt Swearingen on January 8. He indicated that
10		he was ill and he was just starting to get back into
11		the swing of things and he would be working on this
12		over the weekend and he would contact me next week.
13		In return I asked him to provide a date
14		certain when this would be provided. I received no
15		response so I again asked him to provide a date
16	į	certain.
17	Q	Did you finally get a date certain?
18	A	Down the road I did.
19	Q	Did they meet that date down the road?
20	A	No, they did not.
21	Q	Okay. Let's move on then to exhibit
22		MR. FRAZIER: 15 was entered?
23		MS. AILTS WIEST: Yes.
24		MR. FRAZIER: Just for everybody's
25		information, there's so much confidential

information, just trying to follow a time line and 1 get these in so we can address them without laying 2 3 foundation and get them in the confidential 4 portion. 5 S16A, B, and C could you please describe these? 0 Exhibit S16A is the e-mail communication between myself 6 Α 7 and Mr. Swearingen that I just spoke of. S16B is an e-mail message from staff attorney, Mr. Frazier, to 8 9 S&S's attorney and Exhibit S16C is a reply from Mr. Swearingen, e-mail. 10 MR. FRAZIER: Any objection to these 11 12 being entered as an exhibit? 13 MR. SANNES: I have no objection to 14 S16A and S16C. I do object to S16B. I believe it reaches legal conclusions that are the subject 15 matter for this Commission, not for the staff to 16 17 make and then enter as an exhibit. 18 MS. AILTS WIEST: Do you have 19 response to that? 20 MR. FRAZIER: Yes. The exhibit is being offered merely to indicate -- to support 21 22 Mr. Senger's testimony that there were a series of 23 prompts from staff to get S&S to respond. 24 And this is merely a trail to indicate the 25 extensive efforts staff had to go through to get

1 them to file on time. MR. SANNES: That is definitely 2 3 shown by S16A and S16C. S16B, though, it reaches the ultimate conclusion. It reaches legal 4 5 conclusions. That's not a proper exhibit. 6 MS. AILTS WIEST: Where does it 7 reach legal conclusions? MR. SANNES: I believe where 8 9 Mr. Frazier as the staff attorney is describing the 10 penalties and including them. I think that's 11 exactly what this Commission is here to talk about 12 today. 13 I don't have any problem with Mr. Swearingen 14 talking to the staff or Mr. Senger talking back to 15 Mr. Swearingen. There's no problem with that. 16 don't have an objection. In regards to S16B we do 17 have objection to page 1. 18 MR. FRAZIER: I would just reject that characterization. They're merely opinions 19 20 being expressed in the series of prompts going back 21 and forth to tell them get this to us on time and 22 here's what we believe would happen; we would have 23 to come to this Commission and get an order or 24 schedule something for there to be any legal

25

consequence as a result of this.

There's no legal conclusion in here in that it 1 carries absolutely no legal weight. 2 MS. AILTS WIEST: I think at this 3 point we could admit pages 2 and 3 then of S16B. 4 And S16A and C. 5 6 COMMISSIONER BURG: What was that 7 again? I didn't catch it. MS. AILTS WIEST: S16A is admitted, 8 9 S16C is admitted S16B, pages 2 and 3. MR. FRAZIER: Thank you. 10 11 0 Now, again, looking at S16A there's a response here from Matt Swearingen with a commitment to a filing 12 deadline. Did he meet the commitment in S16A? 13 MR. SANNES: Objection, asked and 14 answered. The witness has already gave very 15 16 elaborate testimony in regards to S16A and whether 17 or not he met these deadlines. MS. AILTS WIEST: I believe he 18 19 already did talk about this e-mail; is that 20 correct, Mr. Frazier? MR. FRAZIER: Yes. I need to read 21 22 through this to see what questions I can ask as 23 page 1 was not admitted on S16B of the one second. Did S&S give you some indication beyond the answer you 24 0 25 have already given as to why they were late with this

1		filing?
2	А	Which filing are you referring to?
3	Q	The one that was due in December and received in
4		February of 2003.
5	A	Exhibit S16C indicates that which is the e-mail from
6		Matt Swearingen, Mr. Swearingen to myself, indicated to
7		me that his work was piling up, he had fallen behind
8		due to his current illness so, therefore, he would be
9		sending the information January 22, 2003.
10	Q	Okay. Well, let's just move onto S17. Could you
11		describe what S17 is?
12	A	S17 is an 18-page document sent to myself, my e-mail
13		address, from Matt Swearingen. It contained an
14		electronic attachment, which is the last 17 pages of
15		this document. This e-mail attachment was S&S's
16		customer list that they committed to filing on
17		January 22, 2003.
18	Q	Okay. This was received from S&S?
19	A	Yes, it was.
20		MR. FRAZIER: Any objection to this
21		being entered as an exhibit?
22		MR. SANNES: No objection.
23		MS. AILTS WIEST: Exhibit S17 has
24		been offered and received.
25	Q	Was there any other reason in the process of this given

1		to you by S&S as to why above and beyond Matt's
2		sickness, why S&S wasn't getting us these numbers on
3		time?
4	A	No, there was not.
5	Q	Were there any complications did they have any
6		problems getting numbers?
7		MR. SANNES: Objection. Calls for
8		speculation. He's asking what S&S knew.
9	Q	Were you told that they were having problems getting
10		numbers?
11	5-1 	MR. SANNES: Objection, leading.
12		MS. AILTS WIEST: Can you rephrase
13		that?
14		MR. FRAZIER: I'll move on.
15	Q	I'd like to direct your attention to Exhibit S19 or,
16		I'm sorry, S18A and B. Could you please describe these
17		exhibits?
18	A	S18A is an e-mail received from Mr. Russell Blau, who
19		is S&S's attorney, received on January 23, 2003.
20		Exhibit S18B is another e-mail received from Mr. Blau
21		dated January 31, 2003. These e-mails were sent to us
22		in response to questions as of why the January 22, 2003
23		file was still incomplete.
24		MR. FRAZIER: Any objection to these
25		being entered?

1		MR. SANNES: No objection for the
2		purposes of this hearing.
3		MS. AILTS WIEST: The Commission
4		admits Exhibit S18A, S18B.
5	Q	Okay. In these communications what was S&S's response
6		to why they weren't providing the information?
7	A	S&S indicated that they were having trouble getting the
8		information from Aberdeen Finance Corporation to
9		complete the documents.
10	Q	Thank you. Okay. Let's move on to S19. Could you
11		please describe this exhibit?
12	A	Exhibit S19 is a compliance filing dated February 3,
13		2003. The next 15 pages attached to this e-mail was
14		an electronic file that was attached. That electronic
15		file is the last 15 pages of this document.
16		MR. FRAZIER: Any objection to the
17		entry of this exhibit?
18		MR. SANNES: No objection for the
19	:	purposes of this hearing only.
20		MS. AILTS WIEST: Exhibit S19 has
21		been offered and received.
22	Q	Okay. And I'm trying to get myself square here. You
23		received this in February, and this was the material
24		that was due in December?
25	A	Yes. S&S provided this information. This information

1		according to my information is the my understanding
2		is their compliance filing that was due December 21,
3		2002.
4	Q	Did anything catch your attention on this exhibit?
5		MR. SANNES: I'm going to object. I
6		mean, that's confidential. Can't we wait until the
7		confidential time?
8		MR. FRAZIER: I'll withdraw the
9		question.
10	Q	At this time did S&S agree that they were underbonded?
11		MR. SANNES: I'm going to object to
12		that question.
13		MR. FRAZIER: It was stated on the
14		record by S&S at a public hearing.
15		MR. SANNES: Then take judicial
16		notice of the record.
17		MS. AILTS WIEST: Objection
18		overruled.
19	Q	I'll repeat the question again. Did S&S agree that
20		they were underbonded?
21	A	In a telephone conversation on yes, they did.
22	Q	Thank you.
23		MR. FRAZIER: I'll close this
24		portion. Let's just move on to the confidential
25		stuff.
	ĺ	

1	MR. SENGER: May I?
2	MR. FRAZIER: Can we take a short
3	break? I know we've got to close this up by 11 is
4	an issue for the Commission.
5	MS. AILTS WIEST: That's my only
6	point, if we can really just take a five-minute
7	break and we'll have to clear the room because the
8	Commissioners do have a prior commitment at
9	11 o'clock so we will be leaving at 10 to or 5 to
10	11.
11	MR. FRAZIER: I understand.
12	MS. AILTS WIEST: Five-minute break.
13	(A short recess is taken)
14	(Beginning of confidential proceeding)
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

1	MS. AILTS WIEST: We do have a
2	pending motion from Mr. Sannes. And, first of all,
3	I'd like to make sure that I have this right.
4	First of all, I believe that Mr. Sannes has
5	the right to see the document. And so what I would
6	propose is that Mr. Frazier allow Mr. Sannes to see
7	that document and then after Mr. Sannes has looked
8	at the document, then it's up to him whether he
9	wants anything from that document to be entered
10	into the record.
11	MR. FRAZIER: Which document
12	exactly? The formulas?
13	MS. AILTS WIEST: No.
14	MR. FRAZIER: Just Exhibit 14?
15	MS. AILTS WIEST: No. Your
16	questions and answers that you had
17	MR. FRAZIER: The ones that were
18	referred to in the testimony?
19	MS. AILTS WIEST: Yes.
20	MR. FRAZIER: We'd have to look at
21	the transcripts. I think it was about the first
22	10 questions.
23	MR. SANNES: Ma'am, I think I'm
24	entitled to the entire script. He brought it to
25	the stand and common rules of evidence, once a

1	witness brings a piece of information to the stand
2	opposing counsel has got the opportunity to review
3	it.
4	MS. AILTS WIEST: I believe he has
5	the right to see the entire document was my point.
6	Mr. Sannes, do you want an opportunity to
7	review this now, or do you want to wait for a break
8	like before your cross-examination?
9	MR. SANNES: I'd appreciate having
10	the opportunity to review it. I'm going to still
11	ask I believe it is necessary to be entered into
12	the record to preserve any issues that I have.
13	Without looking at it, I know I'm going to ask
14	for that. I believe I have to.
15	MS. AILTS WIEST: Okay. Then is
16	there any objection to it being entered into the
17	record, staff?
18	MR. FRAZIER: I would object to the
19	portions which were not utilized on direct
20	examination from being entered.
21	MS. AILTS WIEST: The objection is
22	overruled. We'll put it into the record. Do you
23	want to have it marked?
24	MR. SANNES: Yes. It's not an
25	exhibit for evidentiary purposes. It's clearly an

1	exhibit here for preserving the record I would
2	believe. It's not an exhibit we would be offering
3	for evidence for the board to consider.
4	MS. AILTS WIEST: Then you don't
5	want to marked as an exhibit?
6	MR. SANNES: I do want it as an
7	exhibit. That's fine. Mark it as S&S. I want to
8	make clear for the record it's not something I want
9	the board to consider as evidence.
10	CHAIRMAN SAHR: You want it to be an
11	exhibit. You just don't want to offer it into
12	evidence; right?
13	MR. SANNES: Right.
14	MS. AILTS WIEST: Okay.
15	(Exhibit S&S 1 is marked for identification)
16	MS. AILTS WIEST: And you don't want
17	to take an opportunity to review it at this time?
18	Can we proceed?
19	MR. SANNES: For the interest of the
20	board I will agree to proceed at this time.
21	(Beginning of confidential proceeding)
22	
23	
24	
25	

MR. SANNES: I hate to do this, but I have to note for the record that we've had members of the Commission that are going to be making this decision stepping out of the room back and forth, and also I do believe some of the members of the Commission -- no offense, they're not exactly hearing everything that's being testified to, and I'd like that to be entered on the record at this point in time. I'm sorry. I have to do that for the record. MS. AILTS WIEST: Go ahead, Mr. Frazier. (Beginning of confidential proceeding)

1	VICE CHAIR HANSON: I have a
2	question. Which one of the Commissioners left the
3	room? I don't remember anyone leaving the room.
4	MS. AILTS WIEST: I don't know.
5	MR. SANNES: If you would like me to
6	specifically place on the record, earlier today
7	Commissioner Sahr had to leave the room during part
8	of the testimony. I can't speak specifically which
9	part. But that was the portion
10	VICE CHAIR HANSON: I didn't
11	remember you leaving the room. All right.
12	MR. SANNES: I'm not trying to
13	offend the Commission.
14	CHAIRMAN SAHR: That's fine. For
15	the record, though, you made at least two you
16	noted at least two occasions. What was the other
17	occasion?
18	MR. SANNES: No. I just believe
19	that's the one time. I just noted that you left
20	the room, and also I did not believe everyone was
21	hearing everything at that time.
22	CHAIRMAN SAHR: Would you elaborate
23	on that one?
24	MR. SANNES: No offense, but I
25	believe a certain member of the Commission may be

1 having a hard time staying awake during some of 2 this testimony. 3 I apologize for placing that on the record. 4 CHAIRMAN SAHR: Well, I want on the 5 record the name because I want it straight that it 6 wasn't me. 7 MR. SANNES: Commissioner Burg. 8 COMMISSIONER BURG: I'll volunteer, but I would question how you know I didn't hear 9 10 what was being said. I'd say I might not be as 11 attentive as you'd like to see me, but I'd like to 12 know how you know -- I noticed you've questioned 13 14 15 16 17 18 19 20 21 22 23 24 25

1 (A short recess is taken) 2 MS. AILTS WIEST: Earlier Mr. Sannes 3 was making an objection as to Commissioners leaving 4 the room or something. That probably should not be 5 part of the confidential part if you can just put 6 that in the transcript, just for the court 7 reporter's information. 8 We're just trying to be careful that 9 everything that's confidential remains on the 10 confidential, but if we get into areas we're no 11 longer on the confidential information and if 12 anybody else notices either, we certainly do need 13 to open up the record on those issues. 14 Go ahead, Mr. Frazier. 15 MR. FRAZIER: Thank you. 16 (Beginning of confidential proceeding) 17 18 19 20 21 22 23 24 25

1	MS. AILTS WIEST: Is this
2	confidential?
3	MR. SMITH: This part will not be,
4	the first part.
5	MS. AILTS WIEST: This part is not
6	confidential.
7	MR. SMITH: Okay. My purpose in
8	doing this is try to just tie together a term which
9	has been used here a lot, which is the term
10	unearned revenue.
11	Now while you were sequestered the other day a
12	witness from AAA, in Sioux Falls, Travel testified
13	that this was a contract that he executed on behalf
14	of AAA with S&S. This is very difficult to read
15	because the copy's terrible. It's a pink paper.
16	But basically it's six unlimited plans; right?
17	THE WITNESS: Yep.
18	MR. SMITH: And over here it's a
19	four-year show special. So it's a four-year term.
20	THE WITNESS: Okay.
21	MR. SMITH: And for that AAA agreed
22	to pay \$35,100.84, okay?
23	THE WITNESS: Okay.
24	MR. SMITH: Now we're talking a
25	four-year contract prepayment and just with respect

to that particular contract can you explain the concept of unearned revenue and how it relates to the payment and the contract?

THE WITNESS: On the date that this individual would have written out the check to S&S -- I'm assuming he wrote out a check for this and he did not finance it. On the date that he wrote out the check to S&S Communications the unearned revenue would have been the \$35,100.84.

The date that he would have started providing service -- if you divide that number by the number of days in the contract -- and I think you said it was four years times \$365. If you divide that number by the total number of days in the contract would be the amount that S&S would earn each day that it provides service.

So after the first day that S&S provides service the daily amount would move from unearned revenue to earned revenue. It would move from a liability to a revenue.

MR. SMITH: And as a CPA is it proper accounting for unearned revenue to record that on the revenue line without recording a corresponding liability for that item?

THE WITNESS: That number should

(605) 945-0573

never be recorded on the revenue line until it is earned. On day one of that contract when it is signed there should be -- the accounting transaction, the day that this would be paid, would be a debit to cash, S&S received the cash, and it would be a credit to a liability, unearned revenue.

As time progresses the daily amount of that contract, each day the amount -- the daily amount travels from unearned revenue to revenue. So the accounting transaction would be a debit to the liability, the unearned revenue, and a credit to the revenue.

MR. SMITH: And the portion that we're referring to as a liability, is that distinct from a line item one would have on a balance sheet under the heading of equity or retained earnings?

THE WITNESS: Please repeat the question again.

MR. SMITH: Excuse me. Would the portion we're referring to as unearned revenue be properly included on a balance sheet under the equity section of the balance sheet as either equity or retained earnings?

THE WITNESS: Would the unearned revenue be recorded as equity on the balance sheet?

1	MR. SMITH: Would it properly be
2	recorded as an item of equity?
3	THE WITNESS: No.
4	MR. SMITH: Would it properly be
5	recorded as an item of retained earnings?
6	THE WITNESS: No.
7	MR. SMITH: So I'm going to show
8	you now we're confidential.
9	(Beginning of confidential proceeding)
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

1	MR. SMITH: And lastly I just want
2	you to take a look at Exhibit 12 and take a moment
3	to read this, if you would.
4	And I want you to tell me whether you believe
5	that as of July 12 of 2002 Exhibit 12 accurately
6	portrays the situation with respect to S&S's bond
7	and other security condition.
8	THE WITNESS: Pardon me?
9	MR. SANNES: Nothing.
10	MR. SMITH: That's the notice to
11	customers.
12	MR. SANNES: I don't believe that's
13	confidential.
14	MR. SMITH: I guess we should be
15	back on the record at this point because we're no
16	longer
17	CHAIRMAN SAHR: Back at the
18	beginning of your last question we'll go back on
19	the record.
20	MS. AILTS WIEST: Could you read the
21	question back, Cheri, if you have it.
22	(Reporter reads back last question)
23	CHAIRMAN SAHR: Do we think that
24	relies on confidential information? Mr. Sannes?
25	MR. SANNES: I don't believe it

1	does. I think that's fair.
2	CHAIRMAN SAHR: Thank you. Let's
3	keep it
4	MR. SANNES: I think it's just a yes
5	or no answer.
6	CHAIRMAN SAHR: Let's keep it
7	nonconfidential.
8	THE WITNESS: I was just reading.
9	If it's a yes or no question, I need the question
10	again.
11	MR. SMITH: The question was as of
12	the date of the contract this was given in
13	connection with a contract signing. As of the date
14	of the contract, which was July 12, 2002, does that
15	letter accurately state the facts with respect to
16	S&S's bond coverage and other security coverage
17	which would include the Aberdeen Finance, the bond,
18	and whatever else there was at that point in time?
19	THE WITNESS: No.
20	MR. SMITH: And is that based upon
21	the testimony that you've given previously today
22	concerning the underbonding amounts at various
23	times during this whole proceeding?
24	THE WITNESS: Yes.
25	MR. SMITH: Thank you.

1		MS. AILTS WIEST: Does staff have				
2		any further questions of this witness?				
.3		If not, do you have any cross-examination,				
4		Mr. Sannes?				
5		MR. SANNES: Yes. And I'll hope to				
6		make this short.				
7		MS. AILTS WIEST: I'm sorry. He				
8	would like a drink of water.					
9		(Discussion off the record)				
10		<u>CROSS-EXAMINATION</u>				
11		BY MR. SANNES:				
12	Q	I'm going to ask these questions. I don't believe any				
13		are confidential in nature. If you believe your answer				
14		involves confidential information, please stop me or				
15		bring it up and we can go to a confidential hearing,				
16		okay?				
17	A	I will do my best.				
18	Q	Thanks. Just a short few questions of me. Let me ask,				
19		would it be fair to say you're not a big fan of				
20		Les Sumption?				
21	A	As of this point in time?				
22	Q	Yes.				
23	A	That would be fair.				
24	Q	As a matter of fact, you dislike Les Sumption quite a				
25		bit; correct?				

			102
	1	A	Personally, no.
Andrews	2	Q	You dislike the way Les Sumption has been running his
	3		business for the last two years; correct?
	4	A	Correct.
	5	Q	Okay. Now I'm a young guy. There's a lot of prepaid
	6		calling plans in South Dakota, aren't there?
	7	A	Yeah.
	8	Q	I could walk down to Wal-Mart or Sam's Club and buy a
	9		prepaid phone card for 3.4 cents a minute or 4 cents a
	10		minute; correct?
	11	A	Yes.
	12	Q	How much are those prepaid calling plans required to
	13		bond in South Dakota?
	14	A	We are comparing apples to oranges here, but normally
	15		we ask for if you're selling prepaid services to
	16		produce a \$25,000 bond. But we are comparing apples to
	17		oranges.
	18	Q	Well, let me ask you this. So if Wal-Mart sells a
	19		million bucks worth of prepaid calling cards in
	20		South Dakota, all we have to do is provide a \$25,000
	21		bond by your testimony; correct?
	22	A	I do not believe that would accurately please
	23		restate the question.
	24		MR. SANNES: Could you please read
()	25		it back, ma'am
4		1	

1 (Reporter reads back last question) 2 Wal-Mart is not certified as a service provider. Α 3 Let me ask you this. Is the only bond requirement Q Wal-Mart's required in South Dakota whether how much 4 5 they sell is 25,000? 6 Α Wal-Mart has never applied for a Certificate of 7 Authority. Wal-Mart is not a telecommunications company. 9 Let me get to this. Any provider of prepaid services 0 that provides service in South Dakota, if they sell 10 11 those repaid cards isn't it true all they have to 12 provide is a \$25,000 bond and that is it? That's not correct. 13 Α No. 14 Okay. Who else has to provide more than \$25,000? 0 Currently we have -- there's no one to my knowledge 15 Α 16 that provides a bond greater than \$25,000. So the only person that -- or, excuse me, the only 17 0 18 company that needed to provide more than \$25,000 is 19 S&S; correct? 20 Α Correct. 21 Okay. Now S&S by your testimony -- and I'm going to give you an example here. We'll keep it simple. 22 they sold a \$100 plan and the sales tax in that city 23

24

25

was 6 percent, what would be the total amount that

customer would have had to pay?

- 1 A \$106.
- Q Right. So \$106 by your testimony, how much -- and
 we're starting at day one. How much should they have
- 4 bonded for them?
- 5 A \$106.
- 6 Q They should bond for \$106. Okay.
- 7 A That's if you are requesting them to be bonded dollar 8 for dollar.
- 9 Q Which you have requested, correct, the staff has 10 requested?
- 11 | A Of S&S?
- 12 | Q Yes.
- 13 | A Yes.
- Q Okay. So S&S gets \$106. Now where do they have to send 6 of that dollars to?
- 16 A 4 cents would go to the State of South Dakota. The 17 remaining would go to the other taxing entities.
- Q Okay. So they're going to now have \$100 in their pocket; right?
- 20 A Correct. S&S?
- 21 Q Yes.
- 22 A Yes.
- Q Okay. But by the requirements that the staff placed on S&S, they needed to have a bond for \$106; correct?
- 25 A That was included in my calculation, correct.

1	Q	Right. And you testified earlier today that after
2	i	let me rephrase that question. What happened
3		September 11?
4	A	We had a
5	Q	Of 2001?
6	A	lot of planes crash.
7	Q	Okay. World Trade Centers collapse. Did that change
8		the bond market, to your knowledge?
9	A	Yes.
10	Q	Okay. And did not you earlier testify that you had a
11		conversation with Les Sumption and S&S and their
12		attorneys that now bonding companies were requiring
13		100 percent of the bond amount to be put up; correct?
14	A	Correct.
15	Q	So starting after 2001 in this scenario S&S to be
16		completely bonded would have had to pay a bonding
17		company \$106; right?
18	A	Correct.
19	Q	Well, if staff is trying to work with S&S and they've
20		just given \$6 to the state and they only have \$100 in
21		their pocket, how could they ever have complied with
22		the rules that this staff and this communication or,
23		excuse me, the PUC placed upon them?

MR. FRAZIER: Objection.

be conjecture. Keith wouldn't have the answer to

That would

24

25

1		that, how S&S would go about doing that.
2		MR. SANNES: Well, let me ask you
3		he's an accountant. He's their expert allegedly.
4	Q	As an accountant, how do you pay for \$106 worth of bond
5		when you only have \$100 in your pocket?
6	A	You come up with \$6.
7	Q	Where do you come up with that from?
8	A	Wherever S&S has. From their cash balance.
9	Q	Isn't their cash balance from their sale of contracts,
10		though?
11	A	S&S does a lot of other things that we don't require
12		bond. They have a lot of other income, according to
13		what Les Sumption has told me. They have other income
14		besides prepaid sales.
15	Q	Let me ask you another question. MCI WorldCom, are you
16		familiar with them?
17	A	Yes, I am.
18	Q	Are they still in business the way they were in 2000?
19	A	They are still in business. They are still providing
20		long distance service. They are still providing local
21		service. Yes, they are still in business.
22	Q	In the same manner as they were in 2000 with the same
23		rates? Didn't they not just have a bankruptcy issue
24		problem?
25	A	Yes. They had a bankruptcy.

- 1 0 Okay. Now so if S&S is receiving its stuff from 2 MCI WorldCom at a reduced rate and also they couldn't 3 receive it anymore and in this scenario they had to go 4 with the local exchange carriers, how much does it cost 5 for those individuals to call in and call out for the 6 local exchange carriers? There is no set rate. It depends on the carrier. 7 Α
 - Q Would it be fair to say it averages for 10 cents in and maybe 9 cents out?
- 10 A No. That would not be fair.

9

12

13

14

15

16

17

18

19

20

21

22

23

24

25

- 11 Q What would be fair to say then?
 - A Anywhere between -- I don't know what the interstate rates would be, but I'm going to make an assumption, anywhere between 2 to 12 cents.
 - Q So it could cost up to 12 cents for intrastate; correct? That's your testimony.
 - A I think that number would be a little bit elevated.

 It's probably closer at this point in time to maybe 10.

 I gave a big range.
 - Q And S&S has to pay that to the local exchange carriers; correct?
 - A If they are switching the call themselves, yes.
 - Q Okay. Now if I'm paying only like 7 cents to or 9 to, say, my local exchange carrier, how come S&S doesn't get to do that?

Pardon me? 1 Α 2 I'm a customer out there and I'm only paying 9 cents to 0 my local exchange carrier and using an intrastate phone 3 4 call, S&S now want to take advantage of that, shouldn't 5 they be able to pay the 9 cents? Α S&S pays the same rate, the same tariff rate that every 6 7 other long distance carrier pays for direct switching. Going back to my scenario with the \$106. 8 Q 9 Α Yes. 10 Okay. S&S had to provide did you call it a dialer? Q 11 They didn't have to, no. They choose to, yes. Α They choose to provide a dialer. Does that dialer cost 12 0 13 money? 14 Α I'm assuming it costs money, yes. 15 Okay. And you believe that they should also be bonded 0 16 for that amount; correct? 17 Correct. Α 18 Okay. And so under this scenario with the \$106 they're going to have to come up with that extra money to pay 19 20 for that dialer; correct? 21 Because they're going to have to be bonded 22 for \$106 plus whatever the cost of the dialer is if

they go out of business; correct?

23

24

25

Α

0

Correct.

So if the dialer costs 10 bucks, you'd actually want

them to be bonded for \$116? 1 2 Α No. 3 What would you want them to be bonded for? No. 4 Α The \$106. I thought you said that you wanted them to be bonded 5 Q 6 for the dialer amount. 7 Α S&S subtracted the dollar amount, the \$270 they 8 reported as the dollar amount from the -- in your 9 example, the \$106. They subtracted that amount. I 10 wanted them to be bonded for 106. They wanted to be 11 bonded for the 106 less \$270. 12 Now they wanted to be actually bonded for the sales tax 0 13 amount? 14 Α Did who want? 15 S&S wanted to be bonded for the sales tax amount? 0 Didn't you testify earlier they disagreed with you on 16 17 that? 18 Yes, we disagreed. S&S did not include sales tax in Α 19 the bond calculation. 20 And just to make clear, on all of these papers that you Q 21 submitted you stated that you contacted maybe 22 10 percent of the customers? 23 Α I contacted 10 percent of those customers that were 24 marked with -- I think it was -- my testimony was an F

Those that were AFC related customers, Aberdeen

25

or A.

1		Finance related customers.
2	Q	S&S before these problems arose actually had very few
3		complaints with the PUC; correct?
4	A	Correct.
5	Q	Isn't it a fact wasn't the number at one point in time
6		zero?
7	A	I do not know when that number was ever zero.
8	Q	It was never like in the year 2000, 2001?
9	A	Are you talking complaints or contacts?
10	Q	Complaints.
11	A	I do not recall that that number was ever zero.
12	Q	Okay.
13		MR. SANNES: I have no further
14		questions.
15		MS. AILTS WIEST: Any questions from
16		the Commissioners?
17		CHAIRMAN SAHR: Can we go off the
18		record, please.
19		(Discussion off the record)
20		CHAIRMAN SAHR: If the Commissioners
21		want to, why don't we go to Commissioner questions.
22		Are you ready? Do you want to go now or
23		COMMISSIONER BURG: It makes no
24		difference to me.
25		CHAIRMAN SAHR: Now or tonight,

1 whichever way. COMMISSIONER BURG: Whatever our 2 3 commitment is otherwise. 4 CHAIRMAN SAHR: Well, let's go off 5 the record. 6 (Discussion off the record) 7 (A recess is taken from 4 o'clock to 5:30 p.m.) 8 MS. AILTS WIEST: I believe when we 9 recessed it was opportunity for the Commissioners 10 to ask questions. And I would state that prior to 11 this time we have been talking about confidential material for the most part. We did go in and out 12 13 for a little bit from confidential to 14 nonconfidential. 15 I would also caution everyone since the 16 questions, of course, from the Commissioners or any 17 redirect or any cross could be confidential to keep 18 that in mind because if we do go into those 19 confidential matters again, we will have to clear 20 the room. At this point, though, I would ask if 21 any of the Commissioners have any questions. 22 CHAIRMAN SAHR: I have a couple that 23 I would like to start off with. 24 Mr. Senger, during the cross-examination of 25 you Mr. Sannes asked -- or made mention of the fact

1 that since September 11, 2001 bonding has become 2 more difficult for companies. 3 And the question I have is did S&S ever 4 petition to change the bonding requirement? 5 THE WITNESS: No. 6 CHAIRMAN SAHR: So they were under 7 obligation under a Commission order to follow the 8 bonding requirement that required dollar for dollar 9 bonding? 10 THE WITNESS: Yes. 11 CHAIRMAN SAHR: And just in a 12 nutshell, that dollar for dollar bonding, what did 13 that relate to? 14 What were they supposed to be bonded for? 15 THE WITNESS: They were supposed to 16 be bonded for the -- in a nutshell, the unearned 17 revenue less any amounts covered by the AFC 18 agreement. 19 CHAIRMAN SAHR: And yesterday you 20 were sequestered as a witness, but Mr. Sannes 21 discussed with a number of S&S customers or former 22 customers about whether or not they had gotten a 23 good deal. 24 And my question is -- and I think the 25 implication was they were getting a low long

distance rate compared to what they had previously 1 been paying. 2 My question is from your standpoint do you 3 think that these customers were getting a -- when 4 you look at the totality of the situation do you 5 6 think these customers were getting a good deal? MR. SANNES: I have to object to 7 that question for the record. I believe that calls 8 9 for speculation on his part on what those customers know in regards to their business. 10 I know you're the Commissioner, but I'm going 11 to object for the record. 12 CHAIRMAN SAHR: I'll withdraw the 13 question for now and I may rephrase and come back 14 but I'll withdraw that. 15 16 Any other questions? COMMISSIONER BURG: Yeah. I had a 17 couple. I think you stated that the calculations 18 of the amount of bonding did not include the 19 20 financial contracts with AFC, did they? THE WITNESS: I don't know if that 21 would be a fair characterization. 22 23 COMMISSIONER BURG: Well, I thought the amount -- I was under the impression and I had 24 25 it as a question does the bond calculations include

1		financial contracts with AFC?
2		THE WITNESS: My bond calculation
3		does take into consideration that AFC agreement,
4	:	yes.
5		COMMISSIONER BURG: But, I mean,
6	1	which way does it take it? Is all of the amounts
7		that the AFC have contracts for included in the
8]	bond calculation or not?
9		THE WITNESS: The AFC amounts would
10		decrease the bond.
11		COMMISSIONER BURG: Okay. That was
12	7	what I thought. Was S&S ever adequately bonded
13	•	even by their own calculations?
14		THE WITNESS: According to their
15	(calculations, based on the information that they
16	;	filed prior to November there were times when their
17		calculations showed that they were adequately
18]	bonded.
19		COMMISSIONER BURG: And this next
20		one probably follows with that. Were the AFC loans
21		covered by the letter that we have stating no
22	:	intent to recover, were the original when they
23	:	filed for a COA was that letter in force?
24		THE WITNESS: Are you referring to
25		the collateral agreement, the original letter that

1 AFC provided to us? 2 COMMISSIONER BURG: Well, both. 3 They had the collateral letter, and then wasn't 4 there also a letter stating they would never intend 5 to recover? 6 : THE WITNESS: That is the collateral 7 agreement, yes. 8 COMMISSIONER BURG: Was that in force at the time of COA? 9 THE WITNESS: Yes. That letter was 10 11 attached to the order granting the Certificate of 12 Authority in docket TC00-114. 13 COMMISSIONER BURG: We went around 14 quite a bit about a financial statement. Could you 15 develop a financial statement for S&S? 16 I'm looking at your ability as a CPA. Could 17 you develop a financial statement for S&S as of the 18 last date you have S&S submitted numbers with what 19 has been submitted to the PUC? 20 THE WITNESS: No. 21 COMMISSIONER BURG: Could not. And 22 then one final one. Under cross-examination there 23 was quite a question on comparison to Wal-Mart, the 24 Wal-Mart prepaid cards. Is Wal-Mart a telephone 25 company?

1	THE WITNESS: No.
2	COMMISSIONER BURG: How can they
3	sell prepaid telephone cards?
4	THE WITNESS: They're AT&T cards
5	that I know of that they sell.
6	COMMISSIONER BURG: Actually agents
7	to sell AT&T cards; is that correct?
8	THE WITNESS: Yes.
9	COMMISSIONER BURG: So AT&T would be
10	the one that would have to have the coverage or the
11	Certificate of Authority?
12	THE WITNESS: Correct.
13	COMMISSIONER BURG: Okay. Do you
14	know if anybody in South Dakota that can sell
15	prepaid cards without having bonding sell
16	prepaid cards without having bonding to cover them?
17	THE WITNESS: Yes.
18	COMMISSIONER BURG: Who?
19	THE WITNESS: AT&T.
20	COMMISSIONER BURG: But, I mean,
21	they're a certificate company, though; right?
22	THE WITNESS: Yes, they are
23	certified.
24	COMMISSIONER BURG: Are they the
25	only company that would not be bonded that sells
	1

1	prepaid cards?
2	THE WITNESS: No.
3	COMMISSIONER BURG: Okay. But they
4	are an interstate telephone company.
5	THE WITNESS: Yes.
6	COMMISSIONER BURG: Anybody that's
7	not an interstate telephone company?
8	THE WITNESS: Interstate or
9	intrastate?
10	COMMISSIONER BURG: Interstate. Is
11	there anybody that's not an interstate telephone
12	company?
13	In other words, I'm coming under federal
14	jurisdiction. Is there anybody that can sell
15	prepaid cards in South Dakota without having
16	bonding?
17	THE WITNESS: No. They have to be
18	bonded. Excuse me. Certified. They have to be
19	certified.
20	COMMISSIONER BURG: Right. And
21	that's probably something we need to clear up.
22	There are other methods than bonding in order to
23	meet the requirement.
24	THE WITNESS: Yes.
25	COMMISSIONER BURG: Okay. That's

all I have. 1 2 VICE CHAIR HANSON: Thank you. One of the benefits of being last is that all of your 3 4 questions are asked prior. Almost. So it makes it 5 a little bit easier. A question, may I ask questions of counsel at 6 7 this juncture? Am I permitted to ask questions of S&S counsel or --8 MS. AILTS WIEST: Do they relate to 9 the cross-examination? 10 VICE CHAIR HANSON: Oh, just -- I 11 just wanted to know where we were within the --12 MS. AILTS WIEST: Right. At this 13 point I think -- because we still will allow for 14 the redirect and --15 16 VICE CHAIR HANSON: Thank you. Keith, during your testimony you were asked a 17 question, and I'm sure you'll remember, pertaining 18 to the dollar amount that S&S was required to have 19 20 provided for bonding. And the answer was -- in the example that was 21 22 used the answer was \$106. Wasn't there a 23 minimum -- correct me if I'm wrong. I thought there was a minimum of 25,000. 24 25 THE WITNESS: Actually S&S's order

has a minimum bond requirement of 50,000, their 1 original order granting them Certificate of 2 3 Authority. VICE CHAIR HANSON: Okav. I had 4 read that on the Certificate of Authority at 50. 5 It even shows it as item number 2 on exhibit -- I 6 7 think we can talk about that. I've got to be careful which exhibits are confidential and which 9 are not. On Exhibit No. 2. And then you had said 25,000 at one juncture, 10 and I heard the 106. So the 106 actually would not 11 have been accurate during that time; when the 12 example was that they had to have \$106, actually 13 they needed to have \$50,000. 14 THE WITNESS: Correct. And if I 15 16 may --VICE CHAIR HANSON: The example was 17 if they had sold \$100 of prepaid services and there 18 was \$6 sales tax, it would be \$106 and they would 19 20 have to have \$106 worth of bonding. But actually they'd have to have 50,000. 21 22 THE WITNESS: Yes. My answer was in 23 response to an individual customer basis. would have had to have -- overall they would have 24 had a minimum of 50,000. 25

1	VICE CHAIR HANSON: Thank you. To
2	this day has S&S fully complied with your requests
3	for information?
4	THE WITNESS: For information?
5	VICE CHAIR HANSON: You've
6	THE WITNESS: My requests or
7	Commission orders?
8	VICE CHAIR HANSON: Commission
9	orders. I'm assuming that our orders go through a
10	process of them sending the information to you and
11	you have been corresponding with them and so I was
12	referring to that. Have they fully complied with
13	the
14	I'll restate the question. To this date has
15	S&S fully complied with the demands for
16	information?
17	THE WITNESS: No.
18	VICE CHAIR HANSON: And would that
19	include this sphere of financial information?
20	THE WITNESS: Yes.
21	VICE CHAIR HANSON: And would that
22	include the sphere of customer information?
23	THE WITNESS: Yes.
24	VICE CHAIR HANSON: Okay. Thank
25	you. No further questions at this time. Thank

1 you. 2 CHAIRMAN SAHR: And I have a couple more. Along those same lines, there was an order 3 4 from the Commission for S&S to produce records by 5 June 21, which being a Saturday I think everyone expected that the records would be delivered on 6 7 June 23. Has everything that was requested in that 8 order been delivered to the Commission? 9 10 THE WITNESS: No. CHAIRMAN SAHR: Would it be easier 11 to discuss what has been delivered or what hasn't 12 been delivered? 13 14 THE WITNESS: I can do it either 15 way. CHAIRMAN SAHR: Why don't you 16 17 discuss -- which is easier? THE WITNESS: Which hasn't been 18 would be easier. 19 20 CHAIRMAN SAHR: Why don't you talk 21 about what hasn't been filed, please. 22 THE WITNESS: Okay. We can do 23 that. Would you like me to list them? CHAIRMAN SAHR: Yes. And with 24 25 Mr. Sannes's permission, if you need to go to that

order, he should be able to refresh his recollection by looking at that.

So if you want to pull the order out, that's fine. But I would like to get this in the record because I want to know whether or not a Commission order has been violated.

(Mr. Frazier hands Mr. Senger document)

THE WITNESS: Okay. I'm referring to the order. The first part of the order under number 1, the information that the Commission ordered S&S to provide that has not been provided. About two-thirds of the way down there a letter signed by an AFC officer verifying the concurring number of per customer amounts. That has not been provided.

Number 2, the customer principal amount at risk. That has not been provided. And 3, the calculated bond amount has not been provided, considering the other information following that has not been provided.

Number 2, the bond has not been provided.

Number 3 in its entirety, a list of all

South Dakota postpaid customers has not been

provided. And the GAAP compliant financial

statements, number 4, have not been provided.

1 CHAIRMAN SAHR: Back to number 1, 2 did they provide what type of contract (Tariff service offering)? 4 THE WITNESS: Yes. 5 CHAIRMAN SAHR: Did they provide the 6 total -- this is five or six bullet points down, total original customer principal amount financed 7 8 by AFC? 9 THE WITNESS: No. That is another 10 one they did not provide. 11 CHAIRMAN SAHR: With the information 12 that was provided, when did they provide that 13 information? 14 THE WITNESS: According to the AFC 15 financed amount? 16 CHAIRMAN SAHR: I'm sorry. With the 17 data request that was due on June 23, we're talking 18 about things that haven't been provided. With the 19 information that was provided, when did that 20 arrive? 21 THE WITNESS: For this order? 22 CHAIRMAN SAHR: We received it 23 Wednesday -- if you give me one second, I can give 24 you the date. I can refer to it. Exhibit 19, I 25 think it is.

1	MR. SMITH: The 25th.
2	THE WITNESS: Exhibit 20.
3	MR. SANNES: I will stipulate it's
4	June 25.
5	THE WITNESS: June 25. Wednesday.
6	CHAIRMAN SAHR: Thank you. I'm
7	getting the move it along from one of the attorneys
8	here.
9	Then with the question about comparing it to
10	prepaid calling cards that you might purchase at,
11	say, a Wal-Mart, just very, very briefly what are
12	some of the differences between that type of
13	service and what we're talking about here today?
14	THE WITNESS: The amount. You go to
15	Wal-Mart and buy an AT&T calling card, the amount
16	is 10, 15, 20. In an extreme you may be able to
17	buy a \$100 prepaid calling card. S&S's contracts
18	were 3, 4, 5, \$150,000.
19	MR. SANNES: Can I have
20	clarification? What was your last answer, 300,
21	400, or was I just hearing things? I apologize.
22	MR. FRAZIER: He said 150,000.
23	MR. SANNES: Okay. I thought he
24	said 300, 400,000. Apologize.
25	CHAIRMAN SAHR: Thank you. I have

1	no further questions.
2	MS. AILTS WIEST: Any other
3	questions from the Commissioners?
4	COMMISSIONER BURG: I'd probably
5	just follow that up just to get a good
6	clarification. Why is it AT&Ts and MCIs and those
7	that have prepaid cards did not need to be bonded
8	in South Dakota?
9	THE WITNESS: AT&T, and I'll refer
10	just to them, was bonded was certified prior to
11	my knowledge that they were selling prepaid calling
12	cards.
13	In fact, I wouldn't be a bit surprised if AT&T
14	may have been grandfathered in. I'm not sure on
15	that.
16	
	When we get a new filing for a new company
17	When we get a new filing for a new company they have to provide they're financially capable.
17 18	
	they have to provide they're financially capable.
18	they have to provide they're financially capable. We use that as a determination.
18 19	they have to provide they're financially capable. We use that as a determination. COMMISSIONER BURG: Would part of it
18 19 20	they have to provide they're financially capable. We use that as a determination. COMMISSIONER BURG: Would part of it be is we would not always require well, I don't
18 19 20 21	they have to provide they're financially capable. We use that as a determination. COMMISSIONER BURG: Would part of it be is we would not always require well, I don't know if for prepaid, but for COA we do not always
18 19 20 21 22	they have to provide they're financially capable. We use that as a determination. COMMISSIONER BURG: Would part of it be is we would not always require well, I don't know if for prepaid, but for COA we do not always require any kind of bonding or whatever if the

service they are offering, it is possible we would 1 not require them to provide a bond. 2 COMMISSIONER BURG: And in this case 3 we couldn't even get a financial statement to know, 4 is that accurate, at the time of the COA? 5 THE WITNESS: At the time of the COA 6 they did provide financial statements. 7 MS. AILTS WIEST: Any other questions from the Commissioners? Any redirect? 9 MR. SMITH: Just really a couple of 10 11 things, Keith. 12 REDIRECT EXAMINATION 13 BY MR. SMITH: Was it also a factor in the considerations back in 2000 14 15 when the COA was issued that a very significant portion of S&S's total revenues was derived from prepayments? 16 Objection, leading. 17 MR. SANNES: MS. AILTS WIEST: Overruled. 18 Yes. 19 Α If S&S had petitioned the Commission for an amendment 20 to its COA and S&S had come forward with a forthright 21 filing, given your sentiments personally about S&S 22 would you nevertheless have evaluated such a 23 modification in the bond amount in good faith? 24 25 Α Yes, I would have.

1	Q	And if the showing by S&S showed that the public
2		interest would be protected, even with a lessened bond
3		amount and those modifications in S&S's favor, would
4		you have recommended approval?
5	A	I would have to have seen the filing. I can't
6		recommend on a hypothetical filing.
7		MR. SMITH: Thank you. I don't
8		have any further questions.
9		Kelly, do you have anything else?
10		MR. FRAZIER: No.
11		MS. AILTS WIEST: Anything further,
12		Mr. Sannes?
13		MR. SANNES: No, ma'am.
14	}	MS. AILTS WIEST: I believe you're
15	·	excused, Mr. Senger.
16		Any other witnesses from staff?
17		MR. FRAZIER: No.
18		MS. AILTS WIEST: Do you have any
19		witnesses, Mr. Sannes?
20		MR. SANNES: Not for this hearing.
21		MS. AILTS WIEST: At this point do
22		the parties want to make a closing statement?
23		MR. SMITH: We will, but we're going
24		to be real brief about it, if the Commission
25		doesn't mind. You have the motion before you or
	1	

the order to show cause. I think in there the issues are stated fairly succinctly and I think Mr. Sannes has gone over those actually in his opening and Mr. Frazier.

And I don't know that -- I don't intend here today to go through summarizing every bit of evidence that we can point to that will justify this or that. I think the Commission heard the evidence and is as capable as I am to evaluate that.

Just going through this, I want to say at the outset I do appreciate Mr. Sannes coming here and making the offer that he did. I think it was a good faith thing to do, and I thank you for that. I do. I feel that it definitely created some good will with me the fact that we had somebody come in here and basically offer to what I think is do the right thing.

As to the issues, I think looking at those as to whether the Certificate of Authority should be revoked or suspended, again, I think Mr. Sannes has pretty well even agreed that that's probably appropriate, and I'm going to argue that the evidence will support that. I think when you look at the record it will clearly support doing that.

Whether fines or penalties should be imposed if S&S is found to have acted in violation of any of the Commission's orders, rules, or state law pursuant SDCL 31-7.4, 31-38 and 31-38.1, I think it would be the position of the staff that the evidence in this case demonstrates a sufficiently consistent pattern of -- at least I would say incorrect filings -- or at a minimum could be characterized as extremely negligent in many cases.

And the evidence at least could be, I think -- an inference could be drawn from the evidence reasonably that some of this conduct cannot be construed other than as intentional.

As far as attributing motives to that, I don't see any evidence in the record from which I could recommend that we could really draw a reasonable inference as to what the motives are. You know, it might have been to avoid having to pay an additional bond. It might have just been sheer orneriness. It's at least remotely possible, I suppose, that it was just a business philosophy of just sort of thumbing the nose at us. That's possible.

But I believe the evidence shows a sufficient pattern of intent to find that some of this conduct

met that standard of intentional either avoidance of obligation or even out and out defiance of Commission orders.

Just really quickly I'm going to go through a list of what we have -- and by all means if you guys believe I've missed something, step in -- of what we think we've demonstrated.

First of all, we think we demonstrated a violation of Commission order. Clear, without any question. Selling prepaid contracts after the Commission's March 20 order. I can't imagine that there's any question about that.

Second violation of Commission order, selling prepaid contracts after Commission's March 20 order. Although it's not evident in the case and I don't think you can consider it, I will state that there are other complaints we've received about the same thing.

Unfortunately, as counsel has pointed out we've been scrambling just like he has and some of these things have just happened — they've come in too late for us to be aware of them in time for this hearing. But at least those two we've presented evidence, and we think those are clear violations.

Number three violation of Commission order, failing to file December 21, 2001 customer list. That never occurred. I don't think there's any doubt about that.

Number four violation of Commission order, failing to file complete information required on June 21, 2003 per order dated June 3, 2003. Keith just testified about that. You know, I guess the Commission can decide as well as I can whether or not each omission is a separate violation. I am not going to advocate that to you if that's the Commission's position. You can decide that if you choose to. We're treating that as one violation.

Number five violation of Commission order, filing customer list late, June 21, 2002. It was actually filed approximately a month late.

Violation of Commission order, filing customer list late, December 21, 2002. It was actually filed on February 4, 2003.

We have five instances we think of violating the Commission order, the original COA order, the December 21, 2000 order of failing to provide 100 percent bond coverage.

We think those instances occurred with respect to the original COA filing. We think they occurred

Л

on June 21, 2001 with respect to that filing, with respect to December 21, 2001, with respect to June 21, 2002, with respect to December 21, 2002, and with respect to June 21, 2003.

I was wrong. That's not five. I think that adds up to six. So at the end of those particular violations we've now added up to 12 total.

Filing incomplete, inaccurate customer information. We believe we've demonstrated that occurred with respect to the October 20, 2000 filing, the June 22, 2001 filing, the July 22, 2002 and 2002 filing. That's three instances. We stated another one up at the top with respect to the most recent filing. So I'm not going to include that down here. That would be counting twice. That's three instances.

Number 16 -- wait a minute. I think that's

17. 16. Failure to provide financial statements
to staff upon request. Again, to me there's no
order outstanding regarding that other than the
June 3 order. So I think we're in mushier ground
with respect to those.

There have been -- as Mr. Senger testified to, there have been a number of instances in which those financial statements have been requested and

they have not been provided. And, honestly, I'm not going to speculate as to the number of instances that the record demonstrated at this point in time. Because without looking at it, I can't tell you. But there were a number of such instances.

We would argue that the statute that those refusals to provide financial statements violates is SDCL 49-31-7.1. We believe that Mr. Senger was acting within his authority under 7.1 in making those requests and that S&S's failure to file those statements was, in fact, a violation of that statute.

And, lastly, there have been a number of requests to comply with requests for other information. I guess for our purposes today -- and, Kelly and Keith, if you disagree, let me know -- I think we're basically treating those information, foot dragging and failures to comply, as two violations. And there have been a number of instances, but it's just been a continuing contempt for those requests regarding financial statements.

And as you -- you've seen the evidence. S&S somehow is able to provide at least something that it calls a financial statement when it can -- when

it thinks its able to pry some money out of a customer. For some reason it's a little more difficult to provide it when it's the staff of the South Dakota Public Utilities Commission making the request of that information.

I mean, lastly, I'm going to say that we're taking the position that that states approximately 17 separate violations. And we're taking the position that the information request refusals — we're not nitpicking and going into each one of those over the years as a separate violation.

I think we believe that pattern of continuous violations -- I mean, to my knowledge at least I haven't seen another company since I've been here engaged in that kind of protracted refusal to just come in here and deal straight up with us as we just discussed.

If you want a change in your COA, there's a procedure for doing that. You come in here, you make a petition to the Commission, you make a filing that's honest, and you come in here and you plead your case like honorable people.

And I believe the staff would have evaluated that information like honorable people. And I think the Commission would have in good faith

Δ

listened to their case and might have -- and would have if the evidence justified it and they had a business plan to support it have made equitable adjustments to the COA.

But that isn't what happened. What happened is we had a company defy the Commission's orders, work behind the Commission's back, and in the process a whole lot of people have now been injured by this.

And so we would argue that penalties are appropriate. And I think we're -- honestly, I think we're taking a relatively conservative approach with this outlining of these 17 violations. There's a much more liberal approach I think that the Commission could take.

We didn't pile on here. We did not, for example, argue -- we haven't argued that by proceeding without 100 percent bonding beginning with depending on the date the Commission chooses to find that that occurred, which could begin with the very first filing, that all sales -- that all sales to customers in this state since that time may constitute a separate violation.

I mean, I think that's a harsh and extreme position, but I think it's theoretically arguable.

I am not arguing that you take that position.

MR. FRAZIER: I am.

MR. SMITH: I'm not doing that

MR. SMITH: I'm not doing that. I'm not going to argue that you take that position.

I'm not arguing that you don't. But I think it's the range of penalty possibilities that you have before you. I think some form of penalty is clearly warranted.

And, lastly, with respect to the penalty statutes, I guess I feel as counsel for the staff I feel an obligation to point out at least some level of ambiguity in the penalty statutes. Not ambiguity maybe but of less than total clarity as to the Commission's authority, I guess, to provide penalties.

In Section 38, just to point out to the Commission, it refers to neglects, fails, or refuses to comply with any lawful order, rule, or regulation.

Section 38.1 includes two other things. It includes intent, an intentional violation. But if you'll note, that particular statute in its precise verbiage is also limited to violations of law. And it specifies the particular sections of law or chapters of the code to which it applies, and the

particular chapters are 49-7 to 49-13 and Chapter 31.

Now I'm going to make at least the argument that these violations via the Commission's Certificate of Authority power in 49-31-3 as executed by the Commission through lawful orders that it issued and that were then refused constitute violations of Section 3 sufficient to make them violations of the law.

And I'm also going to argue that those violations that were grounding in Section 7.1 are sufficient violations of the law to serve as violations of Section 38.1.

And with that, I think that concludes our argument on the violation issue -- or the fine issue. And we're not going to recommend a particular dollar amount. I think the Commission's able to read these statutes and decide for itself whether it deems \$1,000 per each of these violations to be an appropriate fine in that case or 5,000 and how harsh and severely it believes the conduct exhibited in this case ought to be penalized.

I think the next issue whether an order to compel should be issued requiring S&S to produce

books and records, I'm going to take the position in that case that I don't think we have a pending order -- or Motion to Compel at this point in time that's specific.

If the Commission chooses to include in its order a generalized directive that additional information shall be compelled, I think it's probably incumbent on staff to come forward with a motion that specifies what precisely it is that we're seeking.

The motion that we have outstanding at this point in time is old. We filed that motion way, way back in December, and we would certainly want to revisit that with respect to what we think is germane at this point in time.

So I am not necessarily pushing that particular issue. If there is information certainly that the Commission deems that it wants, I think the Commission's capable of fashioning such an order. But I don't think the motion that we have outstanding is necessarily apropos.

Whether S&S should be ordered to release the 800 numbers. Mr. Sannes mentioned the fact that all of the evidence introduced here in all of those cases the 800 numbers have, in fact, been released.

2

3 4

5

6 7

8

9 10

11

12

13

14

15

16

17

18 19

20

21

22

23

24

25

I agree with that.

I would state, however, in a few cases the testimony also revealed there were some glitches and problems, and my feeling is given the circumstances here it's just reasonable to do that. And personally I don't think S&S has a particular problem with doing that.

There, in fact, are still a few outstanding -although it's not evidence in the case, there are still a few unresolved 800 number issues, and I will state that Mr. Sannes is working with me in good faith to resolve those. But I don't think it hurts to have an order outstanding to the extent that a release is needed that S&S will provide that.

Whether the Commission should take action against the bonds and letter of credit, the Commission has already decided to take action against the letter of credit because it didn't need to base that on findings and conclusions.

We would urge the Commission to take prompt action against any and all bonds that are out there upon its making of the necessary findings, and we think the evidence in this case certainly warrants that.

Item number 6, whether Les Sumption or

Matt Swearingen should be barred from providing

telecommunication service in South Dakota in the

future if the Commission determines they have

violated any Commission orders, rules, or state law

pursuant to the provisions of ARSD 20:10:24:4:02

and 20:10:24:4:04.

Those rules provide for an automatic revocation for one year. In this case we have kind of an odd situation because 99 percent of the cases -- I mean, all of them that I've ever dealt with here the entities we're dealing with were corporations.

Here we're dealing actually with two people who have both operated as a d/b/a for just those two individuals, and now apparently they've organized as a partnership. In my view they are personally liable for the conduct of the company. I do think barring them from any further controlling involvement in a COA for at a minimum the one year is definitely in order.

Now in the original petition we requested that they be barred for life. My honest opinion on that legally is that you might include language to that effect in an order, but I don't think you can bind

2

3

4

6

5

7

9

11

10

1213

14

15

16

17

1819

20

21

22

23

24

25

a subsequent Commission no matter what you do. I don't think you can preclude a Commission -- even yourselves. I don't think you can preclude yourselves, even the same three members of this Commission, from issuing an order if you so choose.

If a petition is presented and the evidence justifies it, I don't think you can probably issue an order that has that kind of preclusive effect.

And so my recommendation of the Commission is that you not issue an order that is a lifetime ban but that you issue an order that contains language to the effect that these two individuals be barred, in addition to the entity, assuming there is one known as S&S, that they be barred personally from either owning or controlling an entity that applies for -- or that applies for a COA for a minimum period of one year and for such further period as the Commission may deem appropriate or until such time as these people come before the Commission and demonstrate that they've made a good faith effort at least to make restitution to the people that have been injured by the violations they've committed and to basically clean up their act and put together a sound business plan and prove that they've rehabilitated themselves with the integrity

necessary to come before the Commission and obtain a COA to provide telephone services in this state.

And, lastly, I would note on the positive side, on S&S's positive side, that after a switch of lawyers back in -- that occurred back in November or December -- and I'm not in any way impugning the integrity of the attorney they had prior to that because I have a suspicion as to why he might have, in fact, left their employ that, in fact, after acquiring new legal counsel S&S's honesty level did dramatically improve and the completeness of the information they provided did dramatically improve.

It did not become perfect. We still had significant omissions such as financial statements. But I do have to state that they did make filings that contained a very significant amount of honest, forthright information that, in fact, has really formed the basis of the staff's case in this case.

And I really want to call attention to that as a positive thing. And they did do that again in June. There was violations there. But, again, the information they provided us that is honest has been very useful in figuring out the true situation and did lead to the March 20 order which finally

led to the cessation of the prepaid services in the state.

And with that I don't have anything else to

say, but I would like to give Kelly the opportunity
to make any comments he might have.

further.

today.

MR. FRAZIER: I have nothing

MS. AILTS WIEST: Mr. Sannes.

MR. SANNES: Members of the

Commission, one of the best things I ever learned in law school was a saying by one of my professors. He said sometimes you just need to stand up, say you're sorry, cry, and sit down. And I think in this situation S&S has tried to attempt to do that

And it began on Monday at I believe 9:30 or whatever time we commenced this hearing. We came in from the very beginning and stated to this Commission that we would not contest the revocation of our Certificate of Authority, we would not contest an order to compel to produce or books and records, we would not contest an order to release the 800 numbers, as we believe we have already released all 800 numbers, we would not contest that action should be taken against the bonds and letter

of credit issued by the Aberdeen Finance Corporation.

The fact of the matter is that we've talked a lot about numbers, and we've made these individuals -- not we but the State has definitely made these individuals to appear as nonentities, just individuals out there trying to do bad things.

But they are people. They're citizens of South Dakota. They're lifelong residents of South Dakota, born and raised in Brown County.

These aren't some fat cats that are on the east coast that are living in Enron style buildings, WorldCom style buildings Tycoy or Toyco or whatever that corporation was that went belly-up. These are guys that are trying to do a legitimate business.

And they've been in some type of business, whether it be the wireless or prepaid business, you know, wireless going all the way back to 1987. And they've done good things in the State of South Dakota by the government's own exhibit.

And I'd have to refer to exhibit I believe it's S1. In Brown County they have what they call the emergency disaster service. It was created in 1992. Les and Matt created this. They helped out

Brown County to be on the cutting edge of having service for their emergency providers that nobody else had in the state.

And it wasn't until after these forest fires and Governor Janklow stepped in and now they're working on that all throughout the state. But they were ahead of schedule. They were helping out the other citizens of Brown County.

Sometimes people make poor choices. Sometimes people make bad decisions, but that does not make them to be evil, the worst person to walk the face of the earth.

In our situation we believe that imposing fines on S&S in this situation is not appropriate. I think it's important to note that as Commissioner Sahr has stated numerous times, I could have made a motion for a continuance, I could have made motions for discovery. We didn't. We came in here Monday morning and stood up and said we were sorry.

We could have came in here with numerous witnesses, exhibits, pieces of evidence, contested the whole thing, taken more time and tried to delay what we knew needed to be said. And that's why we said it up front. And I think that is extremely important.

To add fines to this company -- you know, the government's own expert witness is talking about what he believes the numbers to be. You can only squeeze so much blood from a turnip. And if you keep trying to squeeze that blood, it's not going to get you anywhere. There are problems most definitely, but fines I believe will only exacerbate those problems.

In regards to a lifetime ban and the request here, it's nice to see that the government concedes there are some questions on the ambiguity of the authority of this Commission to do so. In accordance with Mr. Commissioner Sahr's request, we researched case law and were unable to find any cases under Westlaw in telecommunications where there's a lifetime ban. I was unable to find any.

The other thing we're concerned is the way the request is worded it could be overreaching. These gentlemen's life is working within the telecommunications industry. Obviously they know a lot about switches. Obviously they know a lot about to create these systems.

You know, if you want to give them a ban for one year from receiving a Certificate of Authority, that's not a problem. But to ban them from the

telecommunications industry will take away their livelihoods, will take them away from their families, certainly will hurt any efforts to try to make any payments on anything else that's coming up.

And I think it's also important to keep in mind this is not a case -- the government presented no evidence where Les and Matt have taken money just to become rich and fat cats and eat prime rib every night and drink the finest wines. That's not it. They struggled to try to provide a good service for South Dakota customers.

And as the government's own exhibit,

Exhibit 5 -- you know, there are people that are

upset with S&S. There are also a lot of people who

we could have brought in here and extended this for

a very long period of time who are happy with the

service of S&S, who have contacted S&S and hoped

that if they ever were to do something again, that

they could be with them.

Now we know that the chances of them appearing before this Commission and receiving a Certificate of Authority could be the proverbial snowball in somewhere, but the fact is there are happy people out there. They have done good things. They have

made mistakes, but we're respectfully requesting that the guys that are driving minivans and living in a trailer home in Aberdeen not be given a death sentence, they be given a chance and be given credit for coming into this Commission and doing it in a very timely fashion and standing up and taking responsibility. I think that's important.

I appreciate your time. Thank you.

MS. AILTS WIEST: At this point did the Commission want to take it under advisement?

CHAIRMAN SAHR: I think right now let's go into executive session.

MS. AILTS WIEST: Okay.

(A short recess is taken)

CHAIRMAN SAHR: We had an earlier objection from Mr. Sannes. I stepped out of the room for 2 to 3 minutes, and Mr. Sannes noted that on the record. We have a copy of the transcript from the court reporter.

And I would like to read the segment that I was out of the room while the testimony was being heard. If I do that, will you drop your objection?

MR. SANNES: With all due respect, I believe I have to maintain the objection for the continuity of the record for my client.

CHAIRMAN SAHR: All right. So with that, I'm going to read Mr. Senger's testimony, and I apologize to the people in the listening audience here in Pierre because it will take me just a few minutes, but luckily I'm a pretty fast reader.

So I'm going to read the parts where I stepped out. I'm not going to read it out loud. I'm just going to read it to myself. Clearly I've reviewed the entire record, and I don't have much doubt that any reviewing court's going to look at that and say this guy read the entire record.

So I'm going to go ahead and review that.

You're certainly welcome, Mr. Sannes, to

cross-examine me to find out if I actually read it

or what I'm doing up here. So I'm going to go

ahead and read this.

COMMISSIONER BURG: And while he's reading that I will make a comment on mine. I'm not going to do the same thing.

I think it's questionable as to what I heard or didn't hear when you observed that I was not as attentive as I should be. And I will leave it stand at that. If you want to challenge it or if you want to question me about what I heard or didn't hear, you have that opportunity.

(Chairman Sahr reviews document)

2

3

5

6

7 8

9

10

11

12 13

14

15

16

1.7

18

19

20 21

22

23

24

25

CHAIRMAN SAHR: All right. I have reviewed the transcript for the part where I stepped out of the room. And with that do I have any other comments?

Then I am going to go ahead and make a motion. And before I do that I want to make a couple of statements. One is I think that there has been obviously a huge effect on the South Dakota public by what has happened with S&S.

And I can't talk about the client list because it's confidential, but, I mean, these are friends, these are neighbors, these are farmers, ranchers, small businesses, and looking through the information and seeing how much has been prepaid and how much was yet to be delivered, there is a tremendous impact.

There is also an impact on underlying carriers who may not be paid who have provided services to S&S in good faith and may find themselves out several hundred thousand dollars. And I'm talking about people like the small town telephone cooperatives, Qwest, and other companies along those lines.

The question about your clients' actions --

and, Mr. Sannes, I do appreciate you showing up, and I do appreciate the job that you did. But at the same time your clients didn't show up. There's no plan for restitution that we know of.

And right now we're looking at some exhibits that do show there are assets in the company. I don't know whether or not those assets exist. But I have a concern that there's been apparently no effort that has been shown here that any type of restitution has been attempted or made towards the people who are owed money.

You've talked about S&S being a legitimate business, and I think one of the hallmarks of a legitimate business is that they follow the law, they follow the rules, they follow the directives of people who regulate them. And S&S began in the 1990s and they began with operating without a Certificate of Authority. So they began by breaking the laws.

And then in the early 2000s they came before this Commission, they filed information, they demonstrated that they had a business plan and were prepared to go forward. Now over the last couple of days we've heard that a lot of what has been presented in that business plan is highly

questionable because we don't know if it's accurate or not.

And then continuing up to even this year, we have data requests that weren't answered. We've had requests for information from Commissioners for just basic business information, and those requests oftentimes were either late or never complied with.

So when we talk about these are a couple of regular guys driving around in minivans, there are a lot of regular guys driving around in this state in minivans who follow the rules, run the businesses the way they should, and who don't break the law, who don't fail to follow Commission order.

So I think to say that these are somehow legitimate business people I think could be seen as a mischaracterization.

I think the same goes for the statement that somehow these customers were receiving a good deal. And I think you'd really have to look at the individual customer. And without a doubt, some of the per minute deals that people got were good up front. And from those people who may have gotten all the way through those contracts, that could be an accurate statement.

But there are a lot of people who only got a

little ways into the contract, who prepaid large amounts -- and especially for small businesses, for farmers, ranchers, people just trying to make a living and also, though, for anyone else out there who prepaid. These are not insignificant dollar amounts that they paid up front.

So I think to look at it and say that people got a good deal or the people are happy without having any testimony to support that I think is a bit of a stretch. And I think that there are plenty of people who based on the documents that we have seen would say they didn't get a good deal and would say that they're not happy.

With that in mind I'm going to make the following motion. I move that we revoke the Certificate of Authority of S&S.

I'm also going to move that we take the fines and penalties, point number 2 in the Order to Show Cause, under advisement.

I think we should also take point number 3, whether to issue an order to compel regarding documents and books and records, also under advisement.

Issue number 4, I move that the Commission order S&S to release the 800 numbers if requested.

And I know, Mr. Sannes, you're telling us that that is happening so I certainly don't think it should be any burden on your clients to go ahead and issue an order directing them to do something that they're already doing. So that certainly will ensure that S&S knows that that is important to get those 800 numbers so people can get their businesses up and running again.

And if they're complying with that, more power to them, and I hope they continue to do so. But to be on the safe side, I think it's important that we do order the release of the 800 numbers.

Point number 5, I also would move the

Commission take action against any bonds and letter
of credit -- well, any bonds and the letter of
credit issued by Aberdeen Finance Corporation. And
this Commission needs to do everything we can to go
out there and find assets that are available for
the consumers and to get people -- to get the
consumers and people of South Dakota who have been
injured as much money as we possibly can on their
behalf and that's our duty as the watch dog for the
consumers.

Point number 6, the lifetime ban or the question on whether to bar Mr. Sumption and

Mr. Swearingen from providing telecommunications services in South Dakota, that is something I move we take under advisement.

And I also move we take point 7 under advisement, which is a question of whether to grant other appropriate relief. And I think clearly some of these items we're going to need to look down the record and see where we think the record establishes whether or not there should be other relief granted.

So with that I would make that motion and just say one last thing, Mr. Sannes. I would suggest that your clients do the right thing and do everything they can to make restitution to these people and be as forthcoming as they possibly can with this Commission going forward.

And I'm particularly concerned when ordered in March to stop selling services they went out and did exactly that. And I think the record clearly establishes that. And time and time again that they also failed to follow orders, requests, directives, laws, rules from this Commission.

VICE CHAIR HANSON: I'm going to second the motion. Before I second the motion I'd like to say a couple of things.

First of all, I'd like to thank all of the attorneys and everyone who made presentations here for all of the information that you've presented to us. It perhaps could have been shortened a little bit in some areas, but nevertheless your thoroughness will be appreciated, I'm sure.

And that goes for all of the attorneys who are here. After listening to all of the information going through all of the exhibits, it was a complicated and tough task from the standpoint of the State.

It was certainly a difficult task from the defense standpoint to step in at the 11th hour with all of this information and go through it, and I think you did an admirable job. I appreciate the information and the method by which you presented it.

I have to say I am really disappointed that your clients didn't show up, and I know that you cannot necessarily -- or perhaps you did control that situation, but it would have -- I think it would have been interesting at least to have asked them some of the questions, and as you painted a picture of them perhaps we could have gotten a little bit better picture if we had had that

-1

opportunity.

Again, after going through the entire process we're still left in the dark a little bit not from a standpoint of I think the facts of this case but you always want to know why, why did they go through this process.

I think there's no question that S&S was dilatory or that they intentionally did not fulfill their obligations to the PUC. They didn't comply with orders. They didn't -- they either ignored totally or just simply were dilatory in their actions. So you like to know why people do something of that nature.

The action that we're taking here today and my seconding of the motion is not necessarily from a standpoint, though, of how they treated the PUC and the fact that they did not provide information to the PUC.

It stems from the obligation that we have to protect the consumers and very much so from a standpoint of what Bob pointed out. Our responsibility is to protect the consumers as well as to protect businesses from other businesses.

As the information was presented to us -- and I'm not going to try to begin to go through but

it's just extraordinary that S&S representatives knowingly and continually misled South Dakota customers by providing false and misleading information and that they had to have known that the information that they provided was not complete, was not accurate.

South Dakota customers relied upon that information, they relied upon it to their detriment, and South Dakota customers continue to be harmed by the fact that they have lost moneys. Very probably they lost customers.

And one might say that's part of business and it is part of business but nevertheless a business should not go out and intentionally harm other businesses.

And from the standpoint of from where I sit and the information that I received, it does appear that the evidence is quite strong in that area, that they knowingly harmed businesses, they knowingly presented information that was inaccurate, and they knew that it was going to be to the detriment or should have known it would be to the detriment of those businesses.

So I will second the motion by Commissioner
Sahr and hope that in the future we can do the best

that we can to prevent this type of situation from occurring. Thank you.

COMMISSIONER BURG: I concur with the motion. And especially with the part taken under advisement, the two parts of whether to fine and whether to have lifetime prohibition.

I don't take much comfort in the fact that they have to get a COA. They operated without a COA already. They began operations without a COA and have hoisted themselves upon there.

I don't share in the impression, and I'm not at all impressed with S&S's presentation here today. I think I take umbrage with your idea that they were forthcoming. There was nothing forthcoming about anything that I've seen out of this company anytime so far.

I actually think it was quite cowardly for them not to show up and even give us a chance to get an explanation for what happened here.

The only thing that hesitates from fining is the fact that that might prohibit from getting restitution to some of the people that probably deserve it. And that's why I want to remain -- if there's something there to fine, I think we absolutely should. That's why the law is on the

2

3

4 5

6

7

8 9

10

11

12 13

14

15

16

17

18

19 20

21

22

23

24

25

books. That's why it's there.

I think we're derelict in our duty if we don't impose the fines that have been established to try to make sure that we keep good business people here.

In general I started out with the process thinking some of these people probably took something that looked too good to be true and sometimes that's their own fault. But from the witnesses I saw yesterday I saw people who I felt did due diligence, and they actually didn't have good information. There was inaccurate information to them when they tried to do due diligence.

So they didn't do it out of their own negligence. It was out of what I call criminal or inaccurate information totally that came from it.

With that, I do concur with the position we have, and I intend to have us continue to look at whether these people are a threat to society by being able to do business or not and how we should limit that.

Because, as I will repeat, the fact they have to get a COA does not give me comfort. They were operating without a COA already. That's how we got partly into this problem. Because we did not want

the people that already had given money in good faith without a COA operation -- they would have lost everything if we had prohibited one at that time. We tried to find a way to work out of it.

It didn't work, and we just let people get in worse. And I think we've got to look real carefully at what we do to make sure that doesn't happen again.

MS. AILTS WIEST: With that, I believe that closes the hearing. Thank you.

(The proceedings concluded at 7 o'clock p.m.)

1	STATE OF SOUTH DAKOTA)
2	:SS CERTIFICATE
3	COUNTY OF HUGHES)
4	
5	I, CHERI MCCOMSEY WITTLER, a Registered
6	Professional Reporter and Notary Public in and for the
7	State of South Dakota:
8	DO HEREBY CERTIFY that as the duly-appointed
9	shorthand reporter, I took in shorthand the proceedings
10	had in the above-entitled matter on the 2nd day of
11	July 2003, and that the attached is a true and
12	correct transcription of the proceedings so taken.
13	Dated at Pierre, South Dakota this 11th day
14	of July 2003.
15	
16	
17	Ch. Mic-
18	Chui McConsey Wittled Notary Public and
19	Registered Professional Reporter
20	
21	
22	
23	
24	
25	

CONFIDENTIAL

\$ 0,000 1,	Word Index	¢873 000	13	[1] 231:20
\$275,000 11 14672	\$	\$873,000 [3] 102:15 120:22 122:4		2001
13.14917 13.1,000 13.4019 27.109 14.109 27.109 15.100 15.100 16.10000 16.1000 16.10000 16.10000 16.10000 16.10000 16.10000 16.10000 16		\$875,000	13.33	[28] 48:19 49:8 49:20 53:4 53:7 54:2
1	>⊥ [1] 149·17	[1] 151:8	[1] 144:11	
12 14 15 15 15 15 15 15 15		4		174:23 175:1 176:9 185:5 185:15 190:
1.1 49.02 1.1 49	[2] 40:19 217:19	1		8 192:1 211:2 212:1 212:2 212:11
[1] 146/22 150/02 156/15 185/20 186/5 197 150/02 156/15 186/5 186/5 197 150/02 156/15 186/5 186/5 186/5 197 150/02 156/15 186/	\$1,573,866.05	1		
\$1.00.00 1.00.	[1] 146:22	[24] 4:18 8:15 35:3 36:13 39:10 48:14		
10 12 12 12 12 12 12 12	\$100	65:22 69:17 70:23 76:20 91:3 94:15	[2] 4:15 4:15	
2.000,000 2.10021 00021 2.10021 00022 2.10022 000233 3.106 3.1062 00022 3.1063 0002 3.1064 0005 3.1064 0005 3.1064 0005 3.1064 0005 3.1064 0005 3.1064 0005 3.1064 0005 3.1065 0006 3.1065 0006 3.1066		149:10 155:15 150:11 100:2 100:12 170:21 171:19 174:23 175:1 176:9	144	74:3 76:24 78:12 80:4 80:25 81:12 82:
21 102-22 102-2		202:10 203:1		2 82:4 82:6 86:16 89:3 89:13 97:18
19.00 17.0	[2] 102:21 102:22	1,347,000	15 f5 50:21 67:22 72:13 72:15 204:16	
[10] 1844 1845 1845 1846 1843 1831 1342 1352 1352 1353 13443 1484 1833 1831 1342 1352 1353 13443 1484 1833 1831 1342 1352 1353 1344 1844 1844 1844 1845 1845 1854 1854 18	\$106	[1] 121:20		7 150:15 150:10 150:18 150:21 150: 23 131:15 131:20 132:16 132:19 132:
18.6.2 18.9.4 189.9 18.9.2 189.12 189.10 189.10 19	[17] 184:1 184:2 184:5 184:6 184:14			20 132:20 133:1 133:11 134:22 135:2
199-10 199-20 1	184:24 185:1/ 186:4 188:8 188:18 188:22 180:4 180:0 108:22 100:13			142:4 143:19 143:24 144:6 144:8 144:
\$1.5 (1) 189:1 (199:19 199:20		[3] 4:16 4:16 121:18	15 144:23 146:3 150:13 153:17 153:
[1] 189-1 13-46-68 13-10-03 11-49 13-13 13-25 15-48 15-41 12-12 12-12 13-15 13-1	\$116			24 135:10 136:20 106:12 172:11 179: 5 180:14 211:15 211:18 212:3 212:3
\$3.30,000 1.3-1-03 1.480 1.490 1.480	[1] 189:1			
\$\frac{1}{12.60}\$, 0.00\$ \$\frac{1}{12.60}\$, 0.00\$ \$\frac{1}{12.60}\$, 0.00\$ \$\frac{1}{12.60}\$, 0.00\$ \$\frac{1}{12.60}\$, 0.00\$ \$\frac{1}{12.60}\$, 0.00\$ \$\frac{1}{12.60}\$, 0.00\$ \$\frac{1}{12.60}\$, 0.00\$ \$\frac{1}{12.60}\$, 0.00\$ \$\frac{1}{10.60}\$, 0.	\$130,000		158,000	2003
\$1.50,000 [1] 26318 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [5] 102418 5.47 [6] 102223 10223 1028.8 154:13 154: 10.14418 1.16418	[1] 126:9			[38] 1:7 4:23 71:4 71:9 71:17 72:19
\$\frac{51.56}{1.785.47}\$\frac{1}{13.111}	\$150,000 \$150,000			72:21 72:22 73:13 97:17 98:24 105:
10 133:11 13:11	[1] 204.10 \$158.785.47		16	23 107:19 119:23 120:3 123:0 120:10 128:24 120:16 133:0 134:4 134:5 142:
\$\begin{array}{c} 17 \\ 601 \\ 601 \\ 19 \\ 102 \\ 23 \\ 102 \\ 23 \\ 102 \\ 23 \\ 102 \\ 23 \\ 102	111 133:11			1 142:13 143:10 143:21 144:6 144:17
[5] 102.23 102.33 128.8 134:13 134: [1] 148.8 1 13.9	\$2	1 - 3	17	146:15 174:20 175:1 176:16 211:7
15	[5] 102:23 102:23 128:8 154:13 154:	1		
11 1547 10 13 156 175 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13 156 175 100 10 13	15	1.8		
\$25,000	\$2,081,997.53	1 5 2	1	
[6] 192-16 182-20 183:12 183:14 183: 183:01 14-81 116-31 190-24 158:13 183:10 183:18 183:20 183:12 183:14 183: 183:10 11-31 116-31 190-24 158:13 183:23 183:12 183:14 183: 183:20 190:19 10 - 1-0 1 10 - 10 1 10 - 10 1 10 - 10 1 10 - 20 - 0 0 10 175: 187: 181: 188:25 189:22 189:32 204: 10 - 31 10 - 31 186 113:5 185: 185: 185: 185: 185: 185: 185: 185:	[1] 120.24 \$25 000			
16 183:18 189:20 173:16 187:8 187:8 188:25 189:22	[6] 182:16 182:20 183:12 183:14 183:	[18] 29:19 35:18 75:9 76:17 92:22		
\$270			18	
[4] 125:21 126:2 189:7 189:11 [1] 175:5 [1] 175:5 [1] 175:5 [2] 60:13 71:12 [2] 60:22 163:9 [1] 1216 [1] 1216 [1] 1225 [1] 1216 [1] 1226 [1] 1216 [1] 1227 [2] 161:22 163:9 [1] 1216 [1] 1228 [2] 161:22 163:9 [1] 1216 [1] 1229 [2] 161:23 1 [1] 1229 [2] 161:23 1 [1] 123:1 [1]	\$270	189:22 189:23 204:16		
10 - 20 - 00				
\$\frac{\frac	[\$316,000			
10 - 31	[[1] 125:17 635 100 84			
\$365 \$11 16313 10 - 31 - 01 1232 11 16313 10 - 31 - 2001 11 123:24 10 - 31 - 2001 11 123:24 10 - 31 - 2001 11 123:24 10 - 31 - 2001 11 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:26 100 123:27 123:17 123:17 123:17 123:17 123:17 123:17 123:17:17:17:22:27:624.82.61 123:18 10 123:18 141:15 158:13 158:15 168:18 123:18 141:15 158:13 158:15 168:18 168:18 169:19 10 11 133:19 11 1-4 - 02 11 133:19 11 1-4 - 02 11 133:19 11 1-5 - 02 11 133:19 11 1-7 - 01 11 123:18 11 123:18 11 123:18 11 123:18 11 123:18 11 123:18 11 133:19 133:19 133:19 133:19 133:19 133:19 133:19 133:19 133:19 133:19 133:19 133:19 133:19 133:19 133:19 133:	121 162:22 163:9			
10 - 31 - 01 12 - 01 12 - 01 12 - 01 12 - 02 12 - 22 - 02 - 02 12 - 02 - 02 - 02 13 - 02 12 - 02 - 02 - 02 13 - 02 12 - 02 - 02 - 02 13 - 02 12 - 02 - 02 - 02 13 - 02 12 - 02 - 02 13 - 02 12 - 02 - 02 13 - 02 12 - 02 12 - 02 - 02 13 - 02 12 - 02 13 - 02 12 - 02 13 -		l .		1 [24] 10:1 35:9 48:18 55:18 55:21 50:/ 174:2 76:23 78:8 07:18 110:11 141:21
\$373,000	[1] 163:13		18th	156:6 201:5 211:2 211:7 211:15 211:
10 31 - 2001 13 - 26 10 15 15 15 14 16 15 15 15 15 15 15 15	\$373,000	[2] 2:22 52:21		18 211:22 212:1 212:2 212:3 212:3
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	[1] 123:24	-		212:4
124:6 \$50,000	\$5,000 [6] 40.12 40.14 40.10 101.9 101.10			1
\$50,000 4] 42:14 43:1 152:20 199:14 106 106 119:11 106 106 108 108 108 108 108 108 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:06 109:08 119:08			1	
	1 .		1 5 3	[17] 16:1 48:6 54:14 55:15 56:12 50:
\$58,000	[4] 42:14 43:1 152:20 199:14	106		23 71:9 71:17 72:22 76:24 82:6 112:
$ \begin{bmatrix} 1 & 127:19 \\ 5 & 6\\ 2 & 185:20 & 199:19 \\ 5 & 600 & 0 & 0 & 0 \\ 1 & 152:19 & 20 & 61:2.75:3.75:9.75:10.76:17.108:4 \\ 1 & 123:18 & 41:5.15:13.13.13.13 \\ 5 & 660 & 0 & 0 & 0 \\ 1 & 123:18 & 41:5.15:13.13.13.13.13 \\ 5 & 660 & 0 & 0 & 0 \\ 1 & 126:23 & 41:5.15:13.13.13.13.13 \\ 1 & 126:23 & 41:5.15:13.13.13.13.13.13.13.13.13.13.13.13.13.1$	\$58,000	[6] 4:12 4:12 189:10 189:11 199:11	1992	23 119:6 141:20 153:6 212:11 212:11
[2] 185:20 199:19	[1] 127:19	199:11	[3] 24:9 24:15 224:25	228
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	\$6 161 105 00 100 10			1
[I] 152:19		1	1	
123:18				[10] 2:3 16:1 66:15 72:19 112:23 119:
[i] 123:18		121:14 121:16 122:6 128:18 128:18		
\$65,000 [I] 153:19 \$66,000 [I] 126:23 \$699,299.95 [I] 146:9 \$700,000 [I] 152:18 \$708,000 [I] 146:1 \$748,000 [I] 146:1 \$748,000 [I] 132:7 \$75,000 [I] 132:7 \$75,000 [I] 132:7 \$75,000 [I] 133:3 \$80,230.11 [I] 133:3 \$80,230.11 [I] 168:1 \$800,000 [I] 153:18 \$11.2-8 = 00 [I] 152:4 11.2-8 = 00 [I] 152:4 11.2-8 = 00 [I] 152:4 11.2-8 = 00 [I] 153:18 \$11.2-8 [I] 154:11 [I] 154:1		141:5 158:13 158:21 166:4 166:5 168:		
$ \begin{bmatrix} [1] \ 153:19 \\ \$ 66 6, 000 \\ [1] \ 126:23 \\ \$ 699, 299.95 \\ [1] \ 146:9 \\ \$ 700, 000 \\ [1] \ 152:18 \\ \$ 708, 000 \\ [1] \ 152:18 \\ \$ 708, 000 \\ [1] \ 153:19 \\ \$ 748, 391.63 \\ [1] \ 132:7 \\ \$ 75, 000 \\ [3] \ 132:7 \\ \$ 75, 000 \\ [3] \ 132:7 \\ \$ 75, 000 \\ [3] \ 132:7 \\ \$ 75, 000 \\ [3] \ 132:7 \\ \$ 75, 000 \\ [3] \ 132:7 \\ \$ 75, 000 \\ [3] \ 132:7 \\ \$ 75, 000 \\ [3] \ 132:7 \\ \$ 80, 230.11 \\ [1] \ 168:1 \\ \$ 800, 000 \\ [1] \ 153:18 \\ \end{bmatrix} $ $ \begin{bmatrix} 1.1 \ 12.24 \ 1.1 \ 1.2 \ 1.$	\$65,000			
11-6:23				
[1] 126:23 \$699,299.95 [1] 146:9 \$700,000 [1] 152:18 \$708,000 [1] 146:1 \$748,000 [1] 153:19 \$75,000 [3] 52:24 154:9 154:14 \$750,000 [1] 133:3 \$80,230.11 [1] 168:1 \$814,000 [1] 153:18			2	25,000
11 146:9 13:21 15:18 11 15:18 11 15:18 11 15:18 15:18 16:1	[1] 120:23 6600 200 05		[18] 1:7 4:3 39:11 48:15 70:4 70:9	[3] 183:5 198:24 199:10
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	[11 146:9	11-5-02		25th
$ \begin{bmatrix} 1] \ 152:18 \\ \$708,000 \\ [1] \ 146:1 \\ \$748,000 \\ [1] \ 153:19 \\ \$748,391.63 \\ [1] \ 132:7 \\ \$75,000 \\ [3] \ 52:24 \ 154:9 \ 154:14 \\ \$750,000 \\ [1] \ 133:3 \\ \$80,230.11 \\ [1] \ 168:1 \\ \$814,000 \\ [1] \ 153:18 \\ \end{bmatrix} $ $ \begin{bmatrix} 1] \ 152:18 \\ \$708,000 \\ [1] \ 12:33 \\ 1.11 \\ [1] \ 144:19 \\ 1.1 th \\ [2] \ 236:13 \ 242:13 \\ 1.2 \\ 1.2 \ 2.2 \\ [1] \ 154:11 \\ 2.0 \\ 2.0 \\$	\$700,000			
\$708,000 [1] 146:1 \$748,000 [1] 153:19 \$748,391.63 [1] 132:7 \$75,000 [3] 52:24 154:9 154:14 \$750,000 [1] 133:3 \$80,230.11 [1] 168:1 \$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 \$ [1] 2:23 [1] 144:19 1.1 th 2.2 [1] 154:11 2.2 [1] 154:11 2.2 [1] 154:11 2.2 [1] 154:11 2.2 [1] 154:11 2.2 [1] 154:11 2.7 [1] 154:11 2.7 [1] 154:10 2.7 [1] 130:10 2.7 [1] 156:12 158:16 204:2 204:16 210:11 2.10:14 21:10 222:25 2.0 [6] 144:10 144:20 149:23 150:5 150 150:14 21:22 21:15 158:16 204:2 204:16 210:11 210:14 21:10 222:25 2000 [1] 158:16 204:2 204:16 210:11 210:14 21:10 144:20 146:4 27 [1] 130:10 27 [1] 156:12 158:16 204:2 204:16 210:11 210:14 21:10 222:25 2000 [1] 158:16 204:2 204:16 210:11 210:14 21:10 222:25 2000 [1] 158:16 204:2 204:16 210:11 210:14 21:10 124:10 2000 [1] 158:16 204:2 204:16 210:11 21:12 21:10 22:12 2000 [1] 158:16 204:2 204:16 210:11 21:12 21:10 22:12 2000 [1] 150:14 21:10 146:4 27 [1] 130:10 27 [1] 130:10 27 [1] 130:10 27 [1] 130:10 27 [1] 158:16 204:2 204:16 210:11 20:14 21:10 154:11 20:14 21:10 154:11 20:14 21:10 154:11 20:14 21:10 154:11 20:	[1] 152:18			
[1] 146:1 \$748,000 [1] 153:19 \$748,391.63 [1] 132:7 \$75,000 [3] 52:24 154:9 154:14 \$750,000 [1] 133:3 \$80,230.11 [1] 168:1 \$800,000 [1] 153:18 [2] 236:13 242:13 12 [11] 62:9 62:12 121:15 121:16 179:2 179:5 179:5 180:14 187:14 187:15 20 [13] 35:17 35:21 43:9 111:10 146:4 156:12 158:16 204:2 204:16 210:11 2000 [13] 35:17 35:21 43:9 111:10 146:4 156:12 158:16 204:2 204:16 210:11 2000 [14] 22:10 222:25 2000 [41] 25:12 35:9 35:20 36:13 37:24 38: 1 38:23 42:12 43:7 43:9 45:4 51:23 52:4 52:5 56:7 144:11 145:1 145:21 12000 [1] 154:5 29 [1] 17:24 125:17 154:19 156:16 156:9 156:10 150:14 279,000 [1] 154:5 29 [1] 37:23 2: 30 [1] 139:25 2: 30 [1] 139:25 2: 30 [1] 139:25 2: 30 [1] 139:25 2: 30 [1] 139:25 2: 30 [2] 4:23 242:10	\$708,000		[2] 4:11 4:12	1
[1] 153:19 [2] 236:13 242:13 [1] 153:7 [3] 75 , 000 [3] 52:24 154:9 154:14 [57 5 , 000 [1] 133:3 [1] 133:3 [58 0 , 23 0 . 11 [1] 168:1 [8 0 0 , 000 [5] 147:4 147:21 148:7 148:10 151:18 [5] 147:4 147:21 148:7 148:10 151:18 [6] 123:3 [7] 125:24 [7] 133:8 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:4 [7] 133:18 [7] 133:11:10 146:4 [1] 154:11 [1] 130:10 [27 . 7 [1] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 144:20 149:23 150:5 150 [6] 144:10 14			2.2	I .
[1] 133:19 \$748,391.63 [1] 132:7 \$75,000 [3] 52:24 154:9 154:14 \$750,000 [1] 133:3 \$80,230.11 [1] 168:1 \$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 [2] 236:13 242:13 12 [2] 236:13 242:13 12 [1] 121:15 121:16 179:2 179:5 179:5 180:14 187:14 187:15 2000 [41] 25:12 35:9 35:20 36:13 37:24 38: 1 38:23 42:12 43:7 43:9 45:4 51:23 52:4 52:5 56:7 144:11 145:1 145:21 146:4 146:4 146:5 146:12 146:22 149: 156:12 158:16 204:2 204:16 210:11 210:14 212:10 222:25 2000 [41] 25:12 35:9 35:20 36:13 37:24 38: 1 38:23 42:12 43:7 43:9 45:4 51:23 52:4 52:5 56:7 144:11 145:1 145:21 146:4 146:4 146:5 146:12 146:22 149: 175:217 154:19 156:6 156:9 156:10 156:11 156:12 158:16 168:13 168:14 172:9 186:18 186:22 190:8 206:14 21:22 212:10 2000 [1] 139:25 2nd [2] 4:23 242:10			1	27.7
[1] 132:7 \$75,000 [3] 52:24 154:9 154:14 \$750,000 [1] 133:3 \$80,230.11 [1] 168:1 \$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 270 [13] 62:9 62:12 121:15 121:16 179:2 179:5 179:5 180:14 187:14 187:15 210:14 212:10 222:25 2000 [41] 25:12 35:9 35:20 36:13 37:24 38: 1 38:23 42:12 43:7 43:9 45:4 51:23 52:4 52:5 56:7 144:11 145:1 145:21 146:4 146:4 146:5 146:12 146:22 149: 179:9 186:18 186:22 190:8 206:14 211:22 212:10 2000s [1] 139:25 2nd [2] 4:14 4:14	[1] 133:19 6748 391 63		ZU [13] 25:17 25:21 42:0 111:10 146:4	[1] 130:10
\$75,000 [3] 52:24 154:9 154:14 \$750,000 [1] 133:3 \$80,230.11 [1] 168:1 \$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 210:14 212:10 222:25 2000 [41] 25:12 35:9 35:20 36:13 37:24 38: 1 38:23 42:12 43:7 43:9 45:4 51:23 52:45 52:5 56:7 144:11 145:1 145:21 146:4 146:4 146:5 146:12 146:22 149: 179:5 179:5 180:14 187:15 2000 [41] 25:12 35:9 35:20 36:13 37:24 38: 1 38:23 42:12 43:7 43:9 45:4 51:23 52:45 52:5 56:7 144:11 145:1 145:21 146:4 146:4 146:5 146:12 146:22 149: 175:17 154:19 156:16 156:9 156:10 156:11 156:12 158:16 168:13 168:14 172:9 186:18 186:22 190:8 206:14 129 [2] 4:14 4:14	[11 132:7	12	156:12 158:16 204:2 204:16 210:11	
[3] 52:24 154:9 154:14 \$750,000 [1] 133:3 \$80,230.11 [1] 168:1 \$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 79:5 179:5 180:14 187:14 187:15 2000 [41] 25:12 35:9 35:20 36:13 37:24 38: 1 38:23 42:12 43:7 43:9 45:4 51:23 1 38:23 42:12 43:7 43:9 45:4 51:23 1 38:23 42:12 43:7 43:9 45:4 51:23 1 29 [1] 156:1 12-8-00 125 125 125 125 125 125 125 1	\$75,000	[11] 62:9 62:12 121:15 121:16 179:2		
\$750,000 [1] 133:3 \$80,230.11 [1] 168:1 \$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 \$12-23-02 [1] 3:24 12-8-00 [1] 2:17 [1] 154:5 12-8-00 [1] 2:17 [1] 156:11 156:12 158:16 168:13 168:14 [1] 156:12 158:16 168:13 168:14 172:9 186:18 186:22 190:8 206:14 21:22 212:10 [2] 4:14 4:14	[3] 52:24 154:9 154:14		2000	1
[1] 133:3 \$80,230.11 [1] 168:1 \$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 [1] 3:24 12-8-00 [1] 3:24 12-8-00 [1] 3:24 12-8-00 [1] 2:17 7 152:17 154:19 156:6 156:9 156:10 156:11 156:12 158:16 168:13 168:14 172:9 186:18 186:22 190:8 206:14 21:22 212:10 2000s [1] 4:23 242:10	\$750,000	l '	[41] 25:12 35:9 35:20 36:13 37:24 38	
\$80,230.11 [1] 168:1 \$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 12-8-00 [1] 2:17 7 152:17 154:19 156:6 156:9 156:10 156:11 156:12 158:16 168:13 168:14 172:9 186:18 186:22 190:8 206:14 211:22 212:10 2000s [1] 37:23 2:30 [1] 39:25 2nd [2] 4:23 242:10	[1] 133:3			
[1] 106.11 \$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 [1] 2:17 125 [1] 25:24 129 [2] 4:14 4:14 [1] 2:17 125 [1] 25:24 172:9 186:18 186:22 190:8 206:14 211:22 212:10 2000s [2] 4:23 242:10			146:4 146:4 146:5 146:12 146:22 149	
\$800,000 [5] 147:4 147:21 148:7 148:10 151:18 \$814,000 [1] 153:18 125 [1] 25:24 129 [2] 4:14 4:14 156:11 156:12 158:16 168:13 168:14 172:9 186:18 186:22 190:8 206:14 211:22 212:10 2000s [2] 4:23 242:10	[1] 168:1	[1] 2:17	7 152:17 154:19 156:6 156:9 156:10	2.30
\$814,000	\$800,000 [5] 147-4 147-21 148-7 148-10 151-	18 125	156:11 156:12 158:16 168:13 168:14	
[1] 153:18 123 2000s [2] 4:23 242:10		[1] 23.27		2nd
				[2] 4:23 242:10
			12000	From \$1 to 2r

Vord Index			1010 100 11
	[5] 2:19 2:19 2:20 2:20 131:21	7.1	[2] 2:13 2:14 9 - 9 - 00
	49-13 [1] 217:1	[2] 213:10 217:11 7.74	9-9-00 [1] 3:11
	49-31-3	[1] 131:22	9.37
23] 4:3 8:15 70:4 70:9 73:12 97:17 07:18 119:23 123:6 145:24 166:2	[1] 217:5	70	[1] 130:18
	49-31-7.1	[3] 3:25 4:3 4:5	90
2 204:18 211:7 212:21 217:8 228:17	[1] 213:9	700	[1] 116:3
	49-7	[1] 133:3	924,000
	[1] 217:1	700,000	[2] 153:22 154:3 94
-	4:30 [1] 15:17	[3] 146:11 147:3 149:8 71	[1] 4:18
	4:35	[2] 4:6 4:6	96
	[1] 11:17	713	[1] 3:22
.00		[1] 155:16	97
2] 204:20 204:24	5	718,000	[2] 3:22 3:22
51 25 20 20 1 70 21 167 24 217 2	5	[1] 153:13	99
	[11] 8:16 37:5 37:9 65:9 75:9 76:17	72	[1] 220:10 9:30
1] 209:4	89:3 89:13 204:18 227:14 234:13	[2] 4:8 4:9 73	[1] 223:16
31-38.1	5,000	[4] 4:8 4:9 4:11 4:11	9B
1] 209:4	[1] 217:21 5.52	748,000	[1] 55:9
31-7.4	[1] 130:23	[2] 153:23 154:4	9C
1] 209:4	50	75,000	[1] 55:10
11115	[2] 131:18 199:5	[2] 153:15 153:20	A
1] 125:16	50,000	750,000	<u>A</u>
3 4.86 1] 144:2	[3] 199:1 199:21 199:25	[3] 133:6 133:12 133:24 785,000	A.m.
35.2	500 F31 4:22 24:4	[1] 153:13	[1] 4:24
1] 122:20	[2] 4:22 24:4 51		AAA (4) 162.12 162.14 162.21 166.7
36	[2] 2:22 2:22	8	[4] 162:12 162:14 162:21 166:7 Aberdeen
4] 2:5 2:5 2:7 144:10	53	8	[24] 25:24 45:4 45:9 46:14 46:17 46:
37	[2] 2:23 2:23	77 29:19 42:11 43:7 45:3 67:9 108:4	22 46:24 47:2 47:19 47:21 47:24 48:8
[1] 2:7 3 7 9	54	141:5	48:11 54:15 62:11 73:8 100:18 114:
[1] 158:18	[2] 2:24 2:24	8-1-00	12 124:23 180:17 189:25 224:1 228:3 234:16
38	55	[1] 2:7	Ability
[7] 2:8 2:8 2:10 2:10 2:11 2:11 216:16	[6] 3:3 3:3 3:5 3:5 3:6 3:6	8-15-02	[4] 13:16 18:15 41:18 195:16
38.1	57 [1] 127:18	[1] 3:8	Able
[2] 216:20 217:13	574	8-2-02 [1] 3:6	[26] 7:2 10:18 20:9 21:22 30:8 41:10
38.29	[2] 129:17 130:8	8-22-02	42:2 45:20 87:4 117:7 117:17 127:7
[1] 131:12 3 9	583	[1] 3:9	127:11 128:9 147:5 147:7 148:5 156: 19 170:5 188:5 202:1 204:16 213:24
[1] 130:17	[3] 122:13 122:14 158:14	8-29-00	214:1 217:18 240:20
[1] 130.17	5:30	[1] 2:10	Above-entitled
4	[1] 191:7	8-30-02	[2] 4:21 242:10
	6	[1] 3:14	Absolutely
4			[12] 7:8 7:15 22:11 27:23 30:12 48:22 70:2 88:9 125:24 133:17 151:4 239:25
[54] 2:5 2:7 2:8 2:10 2:11 2:13 2:14 2: 16 2:17 2:19 2:20 2:22 2:23 2:24 3:3	6	8-8-00	Acceptable
3:5 3:6 3:8 3:9 3:11 3:12 3:14 3:15 3:	[6] 30:6 183:24 184:15 186:6 220:1 234:24	[1] 2:8	[1] 86:8
17 3:18 3:20 3:21 3:24 3:25 4:3 4:5 4:	6-22-01	800	Accepted
6 4:8 4:9 4:11 4:12 4:14 4:15 4:16 8: 16 65:11 82:2 82:4 120:4 120:13 139:	[1] 2:19	[10] 12:22 102:12 218:23 218:25 219:	
		[10] 12.22 102.12 210.23 210.23 217.	[1] 24:17
	60	10 223:23 223:24 233:25 234:7 234:12	Accepting
23 153:24 182:9 184:16 191:7 202:25	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12	10 223:23 223:24 233:25 234:7 234:12 800,000	Accepting [1] 103:12
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4 , 000	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21	Accepting [1] 103:12 Access
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4 , 000 [1] 40:20	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83	Accepting [1] 103:12 Access [1] 16:6
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21	Accepting [1] 103:12 Access [1] 16:6 Accordance
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83	Accepting [1] 103:12 Access [1] 16:6
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4, 000 [1] 40:20 40 [3] 113:3 115:4 115:19 400	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9	Accepting [1] 103:12 Access [I] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [I] 40:20 40 [I] 113:3 115:4 115:19 400 [I] 204:21 400,000	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88	Accepting [1] 103:12 Access [I] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [I] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [I] 204:24 412	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21	Accepting [1] 103:12 Access [I] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 633 [1] 131:21	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 41.3	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 633 [1] 131:21 64	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3 [1] 131:21 64 [1] 3:20	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3 [1] 131:21 64 [1] 3:20 66	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8 30 [1] 4:24	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24	Accepting [1] 103:12 Access [I] 16:6 Accordance [2] 24:23 226:13 According [I1] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [I3] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [I] 24:24 Accountant
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5 42	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3 [1] 131:21 64 [1] 3:20 66	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186:
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4, 000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5 42	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 633 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24 67,000 [1] 153:15 68	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9 187:23 188:2 188:5	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186: 3 186:4
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4, 000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5 42 [2] 2:13 2:13	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 633 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24 67,000 [1] 153:15	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9 187:23 188:2 188:5 9-11-02	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186: Accountants
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4, 000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400, 000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5 42 [2] 2:13 2:13 43 [4] 2:14 2:14 2:16 2:16 431	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24 67,000 [1] 153:15 68 [3] 3:25 4:3 4:5	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9 187:23 188:2 188:5	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186: 3 186:4 Accountants [1] 25:1 Accounted
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4, 000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5 42 [2] 2:13 2:13 43 [4] 2:14 2:14 2:16 2:16 431 [1] 156:12	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 633 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24 67,000 [1] 153:15 68	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9 187:23 188:2 188:5 9-11-02 [1] 3:15 9-12-02 [1] 3:18	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186: 3 186:4 Accountants [1] 25:1 Accounted [2] 123:18 125:16
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4, 000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5 42 [2] 2:13 2:13 43 [4] 2:14 2:14 2:16 2:16 43.1 [1] 156:12 44.71	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24 67,000 [1] 153:15 68 [3] 3:25 4:3 4:5	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9 187:23 188:2 188:5 9-11-02 [1] 3:15 9-12-02 [1] 3:18 9-17-00	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186: 3 186:4 Accountants [1] 25:1 Accounted [2] 123:18 125:16 Accounting
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5 42 [2] 2:13 2:13 43 [4] 2:14 2:14 2:16 2:16 431 [1] 156:12 44.71 [2] 131:6 144:21	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24 67,000 [1] 153:15 68 [3] 3:25 4:3 4:5	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9 187:23 188:2 188:5 9-11-02 [1] 3:15 9-12-02 [1] 3:18 9-17-00 [1] 3:12	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186: 3 186:4 Accountants [1] 25:1 Accounted [2] 123:18 125:16 Accounting [5] 24:10 58:3 163:22 164:3 164:10
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5 42 [2] 2:13 2:13 43 [4] [2:14 2:14 2:16 2:16 431 [1] 156:12 44.71 [2] 131:6 144:21 45	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24 67,000 [1] 153:15 68 [3] 3:25 4:3 4:5 7 [8] 29:19 30:5 41:20 49:8 53:4 187:23 235:4 241:11	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9 187:23 188:2 188:5 9-11-02 [1] 3:15 9-12-02 [1] 3:18 9-17-00 [1] 3:12 9-24-02	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186: 3 186:4 Accountants [1] 25:1 Accounted [2] 123:18 125:16 Accounting [5] 24:10 58:3 163:22 164:3 164:10 Accounts
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4, 000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 41.6 [3] 130:17 130:22 131:5 42 [2] 2:13 2:13 43 [4] 2:14 2:14 2:16 2:16 431 [1] 156:12 44.71 [2] 131:6 144:21 45 [2] 2:17 2:17	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 633 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24 67,000 [1] 153:15 68 [3] 3:25 4:3 4:5 7 7 [8] 29:19 30:5 41:20 49:8 53:4 187:23 235:4 241:11 7-21-00	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9 187:23 188:2 188:5 9-11-02 [1] 3:15 9-12-02 [1] 3:18 9-17-00 [1] 3:12 9-24-02 [1] 3:17	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186: 3 186:4 Accountants [1] 25:1 Accounted [2] 123:18 125:16 Accounting [5] 24:10 58:3 163:22 164:3 164:10 Accounts [3] 116:2 126:9 126:23
23 153:24 182:9 184:16 191:7 202:25 204:18 211:19 233:24 4,000 [1] 40:20 40 [3] 113:3 115:4 115:19 400 [1] 204:21 400,000 [1] 204:24 412 [1] 4:22 413 [4] 143:25 150:13 156:8 156:12 416 [3] 130:17 130:22 131:5 42 [2] 2:13 2:13 43 [4] [2:14 2:14 2:16 2:16 431 [1] 156:12 44.71 [2] 131:6 144:21 45	60 [8] 3:8 3:8 3:9 3:9 3:11 3:11 3:12 3:12 600 [1] 153:14 61 [6] 3:14 3:14 3:15 3:15 3:17 3:17 62 [2] 3:18 3:18 63 [1] 3:20 63 3 [1] 131:21 64 [1] 3:20 66 [2] 3:24 3:24 67,000 [1] 153:15 68 [3] 3:25 4:3 4:5 7 [8] 29:19 30:5 41:20 49:8 53:4 187:23 235:4 241:11	10 223:23 223:24 233:25 234:7 234:12 800,000 [2] 147:3 147:21 83 [1] 3:21 87 [1] 131:16 873,000 [2] 122:7 154:9 88 [1] 3:21 8:30 [1] 4:24 9 [8] 29:19 48:15 48:15 59:24 187:9 187:23 188:2 188:5 9-11-02 [1] 3:15 9-12-02 [1] 3:18 9-17-00 [1] 3:12 9-24-02	Accepting [1] 103:12 Access [1] 16:6 Accordance [2] 24:23 226:13 According [11] 11:7 74:1 120:21 120:23 124:14 144:25 145:2 146:11 186:12 194:14 203:14 Account [13] 120:2 121:18 131:1 134:2 142:20 142:21 142:21 142:23 142:25 143:1 143:5 143:11 150:12 Accountancy [1] 24:24 Accountant [7] 24:23 30:10 84:3 84:4 117:18 186: 3 186:4 Accountants [1] 25:1 Accounted [2] 123:18 125:16 Accounting [5] 24:10 58:3 163:22 164:3 164:10 Accounts

176:23 199:12 206:5 232:1 232:24 [8] 32:6 35:1 228:10 233:19 233:23 [1] 18:23 Appearing 238:6 235:3 235:5 239:5 Allied [1] 227:21 Accurately Advocate [3] 49:9 50:2 76:12 Appellate [3] 179:5 180:15 182:22 [1] 211:11 Allow [2] 29:15 29:22 Advocating Accusations [3] 32:24 92:6 198:14 Apples [2] 148:15 148:17 [1] 15:9 Allowed [**2**] 182:14 182:16 Accuse [1] 64:20 Applicant [66] 2:17 45:9 48:9 54:17 64:12 100: 18 100:20 100:24 100:25 101:4 101:4 [1] 14:11 Allowing [1] 36:21 Acquiring [1] 161:10 Application 101:9 102:1 106:19 106:20 106:23 [1] 222:10 Allows [25] 2:5 25:13 35:10 35:11 35:19 35: 114:3 114:12 116:1 123:20 123:21 Act [1] 17:12 22 35:23 35:25 36:8 36:17 36:20 37:8 123:22 123:25 124:1 124:2 124:6 124: [1] 221:23 37:12 146:8 149:3 150:20 151:3 151: Alls 8 124:11 131:9 131:11 131:14 131:16 Acted 6 151:15 151:18 152:17 155:3 167:13 [3] 17:6 20:19 83:12 132:4 132:7 132:8 132:25 133:2 133: 167:21 168:9 [1] 209:2 5 133:19 134:5 147:9 147:10 148:20 Almost Applications Acting 148:22 148:25 149:3 149:16 152:19 [3] 64:22 172:21 198:4 153:13 153:18 153:22 154:4 154:8 [1] 50:9 [2] 14:12 213:10 Alone Applied 154:12 189:25 192:17 193:20 194:1 Action **[1]** 115:3 194:3 194:7 194:9 194:20 195:1 202: [8] 7:8 7:21 219:16 219:18 219:22 [1] 183:6 Ambiguity 223:25 234:14 237:14 13 203:8 203:14 Applies [3] 216:12 216:13 226:11 Affects [3] 216:25 221:15 221:16 Actions Ambiguous [2] 230:25 237:12 [1] 116:5 Apply [1] 116:14 Affirm [4] 123:9 125:6 127:8 160:21 Actual Amending [1] 51:10 [7] 45:7 54:1 85:17 100:3 131:3 144: Appreciate [1] 105:10 16 146:19 Afternoon [7] 21:1 93:9 208:12 228:8 231:1 231: Amendment Ad [1] 11:23 2 236:15 [1] 206:20 Agents [1] 21:9 Appreciated American [1] 196:6 [1] 236:6 Add [1] 24:25 [7] 155:17 156:9 156:12 158:18 158: Approach Ago Amortization 19 158:19 226:1 [5] 80:5 89:17 154:22 167:11 168:4 [2] 215:13 215:14 [1] 126:3 Added Agree Appropriate Amount [6] 65:16 82:12 108:16 142:10 143:13 [8] 77:10 87:12 208:23 215:11 217:20 [13] 74:10 74:19 94:20 103:10 132:15 [87] 22:5 30:8 40:17 40:25 41:11 41: 132:17 132:21 132:22 168:15 170:22 221:18 225:14 235:6 12 41:21 41:23 42:24 48:10 52:24 54: Addition 171:25 171:25 219:1 Approval 16 77:11 77:13 80:1 80:7 80:14 84:25 Agreed [2] 24:21 221:13 [3] 47:8 151:16 207:4 85:5 99:18 101:10 102:1 104:23 121: [7] 44:21 46:14 103:9 133:5 133:7 Additional 18 121:21 122:2 122:3 122:4 123:17 Approve 162:21 208:22 [4] 64:24 126:2 209:19 218:6 123:20 123:22 124:8 124:14 126:1 [1] 47:10 Agreement 127:6 127:16 127:17 127:18 130:13 Additionally Approved [23] 2:17 45:10 45:21 46:5 46:7 47:3 130:20 131:14 132:9 134:5 144:6 145: [1] 116:15 [3] 52:24 145:11 151:21 25 147:16 149:12 149:17 150:21 152: 47:9 47:11 54:17 82:21 103:1 123:23 Address Approving 124:1 124:12 125:5 125:6 132:10 133: 19 153:13 153:18 153:22 153:23 154: [9] 24:3 25:23 60:8 63:21 65:1 66:11 [1] 151:24 4 154:8 154:12 163:15 163:18 164:7 19 149:5 192:18 194:3 194:25 195:7 68:2 71:13 103:2 Approximate 164:8 164:8 172:1 172:10 177:13 183: Agreements Addressed [2] 114:4 172:13 [1] 46:20 24 185:13 188:16 189:6 189:7 189:8 [8] 43:6 48:6 49:6 52:23 53:5 60:19 189:9 189:13 189:15 193:19 193:24 Apropos Ahead 61:1 89:2 198:19 202:16 202:18 203:7 203:15 [1] 218:21 [31] 5:5 5:8 10:4 23:13 27:2 28:16 35: Addresses 204:14 204:15 206:24 207:3 217:17 Area 1 39:4 50:13 85:11 89:24 95:1 97:9 [4] 44:14 44:22 104:16 104:19 222:17 [1] 238:18 109:22 111:3 112:12 118:15 130:1 Addressing Amounts 136:11 140:14 148:13 154:24 157:19 Areas [17] 85:13 106:16 106:18 106:19 106: 20 106:22 132:25 133:2 147:9 177:21 [2] 57:13 64:6 159:17 159:23 160:7 225:7 229:12 [2] 140:10 236:5 Adds 229:16 230:6 234:3 Arguable 180:22 192:17 194:6 194:9 202:14 [1] 212:6 Aide [1] 215:25 233:2 233:6 Adequate [1] 129:4 Analyst [2] 11:1 205:23 Ailts [6] 208:23 213:7 215:10 215:17 216:4 [2] 24:3 24:20 [168] 1:12 5:1 5:5 5:8 6:21 10:4 21:2 22:14 23:12 26:15 27:2 27:14 28:3 28 217:10 Adequately Angerhofer [2] 194:12 194:17 Argued [1] 166:7 16 32:3 32:14 33:18 33:24 34:4 34:15 Adjustments [1] 215:17 34:25 36:5 37:2 38:7 39:3 42:20 43: Answer [1] 215:4 Arguing 17 43:20 45:16 47:12 49:2 49:15 50: [23] 10:15 30:3 31:21 31:22 57:18 57: Administration [3] 16:12 216:1 216:5 12 51:18 53:11 54:6 55:9 57:22 58:9 20 57:22 59:10 70:24 78:1 80:16 81: [1] 24:10 Argument 59:15 60:14 61:10 61:23 62:2 62:15 22 103:7 154:25 174:3 175:24 180:5 Administrative [5] 122:22 123:3 123:4 217:3 217:15 63:2 63:17 64:4 65:5 65:20 66:3 66: 181:13 185:25 198:21 198:22 199:22 [3] 27:22 27:23 35:15 23 67:23 68:18 69:6 70:3 70:8 70:18 71:23 72:12 73:3 73:20 74:17 75:5 75 Argumentative 204:20 Admirable [1] 116:14 Answered [1] 236:15 12 76:1 76:9 76:13 76:16 76:20 83:7 [10] 64:9 64:10 70:15 81:5 145:4 152: Arms Admissibility 84:12 85:11 85:24 86:9 88:3 88:15 88: 4 152:6 154:21 177:6 232:4 [3] 8:17 16:17 19:18 22 89:23 91:2 92:1 92:13 92:15 92:19 [1] 112:8 Answering Arose 93:4 93:15 93:21 94:4 94:14 94:16 95: Admission [2] 57:14 63:5 [1] 190:2 1 95:8 95:11 95:23 96:4 96:10 96:14 [4] 97:2 118:6 157:15 157:16 Answers Arrangement 96:16 96:22 97:6 97:9 98:3 98:5 105: Admit [12] 21:1 26:19 27:1 27:18 36:22 38: [1] 42:6 10 105:13 106:5 106:8 107:10 107:14 [3] 70:4 88:18 118:19 14 47:1 60:2 62:19 62:23 63:3 92:16 Arrangements 109:8 109:21 110:18 111:3 112:12 Admits Anticipation 116:23 118:3 118:15 118:18 118:23 [2] 46:22 46:23 [1] 73:4 119:1 119:7 119:10 121:10 129:22 [1] 108:3 Arrive Admitted 129:25 136:11 137:14 138:4 140:2 Anytime [1] 203:20 141:19 141:22 145:14 152:5 153:7 [22] 4:3 54:4 54:7 55:10 60:15 70:8 [1] 239:16 Arrived 154:23 155:23 157:18 158:9 159:16 70:9 70:23 95:8 96:23 97:7 103:16 Apologize [1] 128:16 110:2 110:4 118:22 118:25 141:23 159:23 160:6 160:10 160:16 161:11 [9] 29:12 52:11 81:17 105:22 139:3 ARSD 162:1 162:5 170:20 171:22 172:24 153:8 156:16 158:10 158:25 173:22 157:20 204:21 204:24 229:3 [2] 35:15 220:6 175:19 179:20 181:1 181:7 190:15 Advance Appeal Assertion 191:8 198:9 198:13 205:2 206:8 206: [1] 31:13 [4] 27:7 28:7 28:10 29:16 [1] 117:13 18 207:11 207:14 207:18 207:21 223: Advantage 8 228:9 228:13 241:9 Appear Assets [1] 188:4 [4] 6:3 12:20 224:6 238:17 Allegedly [4] 167:3 231:6 231:7 234:18 Adversarial Appeared [1] 186:3 Assigned [1] 28:13 [2] 29:20 77:23

Advisement

Alleging

[6] 25:12 119:25 120:10 128:23 143:5

Word Index 143:11 Assigning [1] 126:5 Assist [1] 25:4 Associated [1] 170:24 Assume [**2**] 51:12 168:15 Assuming [7] 9:13 30:25 39:14 163:6 188:14 200:9 221:13 Assumption [2] 174:2 187:13 Assumptions [8] 9:14 13:6 17:9 115:25 116:4 117: 12 168:18 172:22 AT&T [7] 196:4 196:7 196:9 196:19 204:15 205:9 205:13 AT&Ts [1] 205:6 Attach [1] 84:18 Attached [11] 45:3 63:23 63:23 63:24 66:15 73: 13 73:14 97:20 97:22 195:11 242:11 Attachment [6] 71:14 71:15 80:25 81:1 89:16 90:1 Attachments **[1]** 79:14 Attack [2] 13:23 14:13 Attacking [1] 15:23 Attempt [7] 8:22 79:7 82:21 82:22 174:13 174: 18 223:14 Attempted [5] 14:25 16:19 32:18 147:7 231:10 Attempting [1] 19:8 Attempts [1] 22:17 Attention [24] 36:10 37:5 37:21 42:8 43:3 44:24 47:25 51:20 53:2 53:24 57:4 62:6 63: 19 72:15 74:4 77:7 80:20 105:16 128: 10 131:23 141:1 149:18 166:15 222:20 Attentive [2] 139:11 229:22 Attorney [30] 6:24 7:2 7:7 7:10 7:17 13:14 15: 19 16:5 16:8 16:10 16:13 18:21 21:14 22:20 26:11 27:4 42:13 56:23 68:8 68: 9 69:9 72:19 90:15 90:17 90:21 90:22 102:10 102:10 117:7 222:7 Attorneys [12] 8:2 11:18 14:16 16:3 19:12 21:3 21:10 76:5 185:12 204:7 236:2 236:7 Attributed [1] 133:25 Attributing [1] 209:14 Audience [1] 229:3 Audit [2] 24:17 24:18 Auditor [1] 24:16 August [9] 36:13 37:23 38:1 38:22 59:21 59: 23 60:20 60:23 152:17 Authority [**29**] 9:2 12:17 16:21 20:6 20:8 25:13

[2] 125:22 125:24 Automatic [1] 220:8 Available [4] 80:13 117:6 141:14 234:18 Avenue [2] 4:22 25:24 Averages [1] 187:8 Avoid [1] 209:18 Avoidance [1] 210:1 Awake [1] 139:1 Aware

[5] 8:1 18:14 25:11 28:13 210:22 В Bachelor's [1] 24:9 Back-door [1] 58:23 Back-dooring [1] 89:20 Background [7] 24:7 24:13 25:19 28:19 30:16 30: 19 40:3 Bad [3] 133:23 224:7 225:10 Balance [12] 48:10 101:4 124:2 132:8 164:15 164:21 164:22 164:25 167:23 172:7 186:8 186:9 Balances [1] 47:24 Ban [11] 16:19 16:22 17:1 17:3 20:5 221: 10 226:9 226:16 226:23 226:25 234:24 Bankruptcy [2] 186:23 186:25 Bar [1] 234:25 Barred [4] 220:2 220:23 221:12 221:14 Barring [1] 220:19 Base [2] 111:1 219:20 Based [36] 25:17 25:21 26:3 58:1 58:3 66:4 79:17 99:2 109:24 125:14 126:18 128: 24 133:9 133:22 137:4 137:10 143:20 143:22 146:14 146:18 146:20 148:24 150:8 151:2 152:24 154:10 155:2 157: 1 170:8 175:1 175:6 176:15 177:19 180:20 194:15 233:11 Basic [2] 156:1 232:6 Basis [8] 5:15 17:2 38:21 47:9 50:8 59:9 199:23 222:19 Bear [1] 119:13 Become [7] 7:3 25:7 25:11 46:10 192:1 222:14 227:9 Began [5] 223:16 231:16 231:17 231:18 239: Begin [4] 5:6 5:11 215:20 237:25 Beginning [15] 8:13 12:3 12:15 14:10 75:14 83: 25 94:21 127:21 136:13 140:16 155: 14 165:9 179:18 215:18 223:18 Behalf [2] 162:13 234:22 Behind

[1] 17:10 Believes [15] 9:14 17:14 17:14 17:16 17:19 116:15 117:10 121:7 123:20 124:14 126:4 126:8 127:13 217:21 226:3 Belly [1] 224:15 Belly-up [1] 224:15 Below [2] 122:11 122:13 Benefit [2] 32:11 32:22 Benefits [1] 198:3 Best [13] 1:15 8:25 13:16 18:14 27:24 58: 10 59:16 60:4 66:4 151:22 181:17 223:10 238:25 Better [3] 30:21 64:18 236:25 Between [35] 15:5 46:23 54:21 68:6 80:11 82: 19 85:20 98:13 102:9 108:12 108:14 119:14 120:20 121:2 121:24 123:17 124:2 124:7 125:17 126:10 127:17 133:24 134:17 134:19 142:10 148:7 148:9 156:4 157:14 157:21 158:20 172:17 187:12 187:14 204:12 Beyond [4] 31:25 70:24 72:1 108:1 [4] 158:13 176:10 181:19 187:19 Bind [1] 220:25 Bit [15] 11:5 18:5 24:13 119:13 181:25 187:17 191:13 195:14 198:5 205:13 208:6 233:10 236:5 236:25 237:3 Bjork [1] 1:17 Blaming [2] 13:17 13:25 Blank [2] 143:2 171:5 Blau [7] 11:19 21:7 21:14 72:18 72:20 102: 11 105:23 Block [1] 147:1 Blood [2] 226:4 226:5 Blue [1] 144:14 Board [4] 24:24 94:3 94:9 94:20 Bob [1] 237:21 Bobbled [1] 78:10 Bold [1] 120:13 Bolstering [1] 89:21 Bond [156] 2:12 2:20 2:21 2:23 2:24 4:13 21:24 22:5 22:5 41:5 41:12 41:15 41: 19 41:21 41:23 42:14 42:24 43:1 44: 12 44:19 45:19 45:20 45:21 46:6 46: 12 49:8 49:18 50:16 50:19 50:20 51:6 51:8 52:14 52:17 52:17 52:20 53:6 53: 13 53:16 54:1 54:25 55:1 56:3 56:9 58:15 64:17 64:18 64:20 65:17 78:7 78:7 78:13 79:17 79:19 79:23 80:1 80: 1 80:7 80:14 80:17 90:10 99:8 99:24 100:14 100:25 101:13 102:1 102:4 102:16 102:20 102:21 102:23 103:2 103:3 103:16 103:18 103:21 104:7 104:23 106:16 106:24 108:20 110:4 120:20 120:21 120:22 120:22 122:2 122:3 122:7 122:22 122:24 123:21 124:16 124:17 125:11 125:13 127:17 128:7 128:8 130:13 132:11 144:23

Beliefs

147:6 147:16 148:3 148:5 148:10 148: 12 149:10 149:12 149:14 149:17 150: 20 150:24 152:20 153:14 153:14 153: 15 153:19 153:20 153:23 154:5 154:8 154:9 154:12 154:14 154:15 179:6 180:16 180:17 182:13 182:16 182:21 183:3 183:12 183:16 184:6 184:24 185:8 185:13 186:4 186:12 189:19 193:25 194:2 194:8 194:10 199:1 202: 18 202:21 206:2 206:24 207:2 209:19 211:23 Bonded [24] 46:10 50:17 104:24 123:1 184:4 184:7 185:16 188:15 188:21 189:1 189:3 189:5 189:10 189:11 189:12 189:15 192:14 192:16 194:12 194:18 196:25 197:18 205:7 205:10 Bonders [1] 76:12 Bonding [33] 42:2 50:15 50:15 50:18 50:18 51: 5 52:24 84:25 85:5 102:19 102:19 103:15 104:11 108:24 123:9 148:17 148:18 185:12 185:16 192:1 192:4 192:8 192:9 192:12 193:19 196:15 196:16 197:16 197:22 198:20 199:20 205:22 215:18 Bonds [8] 16:16 50:7 50:15 219:17 219:22 223:25 234:14 234:15 Bonnie [1] 1:17 Bonrud [1] 1:18 Books [4] 218:1 223:21 233:22 240:1 Born [1] 224:10 Bottom [11] 48:14 79:13 108:9 108:11 123:16 142:18 152:12 167:25 169:2 176:2 176:3 Bought [2] 99:17 99:20 Bouncing [1] 22:10 Box [1] 126:11 Break [11] 75:3 75:7 75:12 91:4 93:7 123:12 139:20 139:22 139:24 157:2 232:12 Break-out [1] 123:12 Breakdown [1] 145:8 Breaking [3] 76:17 157:12 231:19 Brenda [1] 53:5 Brief [1] 207:24 Briefly [5] 33:15 88:24 89:1 129:11 204:11 Bring [8] 10:24 11:2 11:3 22:24 109:20 118: 5 118:11 181:15 Bringing [3] 18:20 26:25 87:7 Brings [1] 93:1 Broke [1] 133:2 Broken [1] 18:20 Brought [5] 6:24 7:21 92:24 115:13 227:16 Brown [4] 224:10 224:23 225:1 225:8 Bucks [2] 182:19 188:25 Building [1] 24:4 Buildings

[2] 71:7 215:7

[3] 44:18 47:3 57:19

Belief

31:25 35:12 45:8 103:11 151:24 154:

18 157:6 157:11 183:7 195:12 196:11

199:3 199:5 208:20 213:10 216:14

217:5 223:20 226:12 226:24 227:23

231:18 233:16

[1] 156:6

Auto

Authorization

Word Index [2] 224:13 224:13 Bullet [1] 203:6 Burden Burg Burke Buy Cable 1 174:10 [1] 48:16

[4] 84:11 86:22 87:18 234:3 [35] 1:11 34:16 70:6 122:9 139:7 139: [1] 241:7 8 160:15 190:23 191:2 193:17 193:23 194:5 194:11 194:19 195:2 195:8 195: 13 195:21 196:2 196:6 196:9 196:13 196:18 196:20 196:24 197:3 197:6 197:10 197:20 197:25 205:4 205:19 206:3 229:17 239:3 [9] 3:6 54:13 54:21 56:23 60:19 61:2 61:4 62:8 78:19 Business [30] 24:9 25:20 83:1 88:7 88:8 88:8 156:21 182:3 186:18 186:19 186:21 188:23 193:10 209:21 215:3 221:24 224:16 224:17 224:18 231:13 231:14 231:22 231:25 232:6 232:15 238:12 238:13 238:13 240:4 240:20 Businesses [9] 230:14 232:12 233:2 234:8 237:23 237:23 238:15 238:19 238:23 [3] 182:8 204:15 204:17 \mathbf{C} [2] 126:11 126:12 Calculate [18] 21:23 44:11 44:19 55:1 77:22 79:

4 79:23 106:24 146:23 147:16 148:5 157:1 157:24 170:5 170:7 171:7 172: Calculated

[11] 66:1 83:10 123:16 143:13 154:3 154:7 154:10 158:6 171:16 175:4 202:

Calculates Calculating

į

[9] 41:11 64:18 80:14 80:17 83:24 146:15 148:9 149:13 149:14

Calculation

[51] 4:13 64:17 64:21 65:17 78:7 78: 13 79:17 80:1 84:25 88:10 89:10 99:9 99:24 100:14 101:1 101:14 102:4 103: 21 108:20 110:5 114:8 120:21 120:22 120:23 121:3 121:3 122:8 124:17 125: 13 127:17 128:7 144:3 144:23 148:3 148:5 148:6 148:11 148:12 148:14 153:14 153:14 153:19 153:23 154:5 154:8 154:12 154:15 184:25 189:19 194:2 194:8

Calculations [33] 6:4 7:25 8:4 9:13 21:25 22:8 22: 9 31:5 54:25 58:14 58:16 58:20 59:3 59:4 79:19 80:6 80:10 81:14 81:15 82: 17 82:24 83:20 86:4 108:25 119:18 120:18 147:17 175:8 193:18 193:25

194:13 194:15 194:17 Cancellation [3] 2:20 49:8 56:3 Cancelled

[6] 49:19 51:6 51:8 51:14 52:14 52:18 Cannot

[7] 16:9 16:24 28:12 59:1 167:5 209: 12 236:20

Capability [1] 102:25 Capable

[4] 205:17 205:25 208:9 218:19 Capitol

[4] 4:22 4:22 24:4 24:4

Car [1] 47:18 Card

[3] 182:9 204:15 204:17

Cards

[13] 182:19 183:11 195:24 196:3 196: 4 196:7 196:15 196:16 197:1 197:15

204:10 205:7 205:12 Care [1] 7:23 Careful [2] 140:8 199:8 Carefully

Carney [1] 76:11 Carrier [4] 187:7 187:24 188:3 188:7 Carriers

[5] 26:4 187:4 187:6 187:20 230:18 Carries

[1] 70:2 Carrying **[1]** 172:6

Case [31] 6:15 7:1 8:7 8:12 13:15 14:2 16: 24 26:22 38:9 40:7 40:10 78:10 117:8 117:20 128:2 206:3 209:6 210:15 214: 22 215:1 217:20 217:22 218:2 219:9 219:24 220:9 222:19 222:19 226:14 227:7 237:4

Cases [10] 27:9 27:10 27:11 27:21 144:14 209:9 218:25 219:2 220:11 226:15 Cash

[9] 40:7 47:16 102:18 102:24 164:5 164:5 170:1 186:8 186:9

Catch [2] 70:7 74:4 Categories

[4] 101:23 101:25 121:4 129:11

Categorize [2] 98:14 123:20 Categorized [1] 121:1 Category

[22] 98.21 98.22 99:6 99:10 99:11 99: 25 100:1 100:16 100:17 101:2 101:3 101:15 121:5 123:14 125:18 125:19 126:14 126:15 126:25 127:1 127:2 129:6

Cats [2] 224:11 227:9 Caught [2] 57:3 77:7

Caution [1] 191:15 Cell

[2] 25:9 77:21 Cells

[5] 77:25 96:1 96:2 96:3 120:17 Cellular

[1] 25:25 Centers [1] 185:7 Cents

[10] 182:9 182:9 184:16 187:8 187:9 187:14 187:15 187:23 188:2 188:5

Certain [5] 12:4 67:14 67:16 67:17 138:25 Certainly

[24] 10:25 19:20 20:22 22:15 22:23 28:20 33:3 60:10 87:1 87:10 88:16 107:16 118:4 121:12 129:9 140:12 218:13 218:18 219:24 227:3 229:13 234:2 234:5 236:12

Certificate

[26] 9:1 12:16 20:6 20:8 24:25 35:12 45:8 50:8 103:11 151:24 157:6 157: 10 183:6 195:11 196:11 196:21 199:2 199:5 208:20 217:5 223:20 226:24 227:22 231:18 233:16 242:2

Certification [4] 39:7 42:1 157:13 157:14 Certified

[10] 24:23 38:17 48:4 155:6 156:15 183:2 196:23 197:18 197:19 205:10 CERTIFY

[1] 242:8 Cessation

[1] 223:1 CHAIR

[18] 28:14 28:17 29:4 138:1 138:10 160:12 198:2 198:11 198:16 199:4 199:17 200:1 200:5 200:8 200:18 200: 21 200:24 235:23

Chairman

[62] 1:10 1:10 10:2 10:5 10:13 13:9 13:12 16:2 17:24 18:17 20:21 30:24 33:1 33:7 52:3 52:7 86:23 94:10 112: 3 138:14 138:22 139:4 139:21 159:25 160:4 160:8 160:14 161:15 173:1 173: 4 173:11 173:23 179:17 179:23 180:2 180:6 190:17 190:20 190:25 191:4 191:22 192:6 192:11 192:19 193:13 201:2 201:11 201:16 201:20 201:24 203:1 203:5 203:11 203:16 203:22 204:6 204:25 228:11 228:15 229:1 230:1 230:2

Challenge [1] 229:23 Chance

[10] 16:10 18:11 20:19 38:25 87:15 110:25 115:12 116:21 228:4 239:18

Chances [2] 115:10 227:21 Change

[7] 14:4 20:19 103:10 106:22 185:7 192:4 214:18

Changed

[3] 113:13 113:22 151:13

Changes [2] 114:4 124:8 Changing [1] 29:21 Chapter [1] 217:2 Chapters

[2] 216:25 217:1 Characterization

[2] 69:19 193:22 Characterize [2] 137:5 137:7 Characterized

[1] 209:9 Charges [1] 125:19 Check

[4] 163:5 163:6 163:8 167:14 Cheri

[4] 1:22 179:21 242:5 242:18 Choice

[2] 13:7 17:21 Choices [1] 225:9 Choose

[4] 188:11 188:12 211:13 221:5

Chooses [3] 117:6 215:19 218:5 Circumstances [2] 7:22 219:5

Circumstantial

[1] 159:13 Citizens

[3] 18:24 224:8 225:8 City

[1] 183:23 Civil [2] 16:18 27:10 Claim [1] 84:4 Claiming

[3] 81:19 81:20 125:11 Clarification [3] 52:4 204:20 205:6

Clarify [2] 52:8 112:20 Clarity [1] 216:13 Class

[2] 98:15 98:17 Classes

[1] 98:14 Clean

[2] 95:4 221:23 Clean-up

[1] 95:4 Clear

[13] 29:13 36:19 75:7 82:20 85:14 94: 8 114:14 118:9 189:20 191:19 197:21

210:9 210:24 Cleared [1] 76:3 Clearly

[**9**] 9:14 80.9 85:23 93:25 208:25 216: 8 229:8 235:6 235:19

Client

[12] 9:10 11:2 12:6 13:15 14:12 14:18 17:19 17:20 17:21 18:14 228:25 230:

Client's [2] 6:11 10:1 Clients

[12] 5:18 10:16 10:21 13:7 15:3 15:5 19:11 65:23 231:3 234:3 235:13 236:

Clients'

[4] 15:15 20:8 139:16 230:25

Close

[4] 74:23 75:3 84:6 90:19

Closed [1] 102:13 Closer [1] 187:18 Closes

[1] 241:10 Closest [1] 172:12 Closing [1] 207:22

Club [1] 182:8 COA

[26] 16:15 20:1 85:15 105:11 145:11 151:21 194:23 195:9 205:21 206:5 206:6 206:15 206:21 211:21 211:25 214:18 215:4 220:20 221:16 222:2 239:8 239:9 239:9 240:23 240:24 241:

Coached [1] 27:1 Coast

[1] 224:12 Code [3] 128:23 129:1 216:25 Coherent

[4] 26:25 28:1 30:9 30:11

Collapse [1] 185:7 Collateral

[15] 2:17 45:10 45:21 46:5 46:7 46:18 102:19 102:24 125:5 125:6 132:9 149: 5 194:25 195:3 195:6

Collect [2] 47:23 128:9 Collected

[3] 130:20 144:6 144:8 Collecting [1] 170:1

Color

[7] 128:22 128:23 129:1 130:5 130:14 130:19 143:11

Colors [1] 129:13 Column

[7] 82:1 108:7 108:15 120:14 122:17 143:13 143:16

Columns

[6] 65:15 120:11 120:11 120:17 142:6 142:9

Combination [1] 26:3 Comfort [2] 239:7 240:23

From Buildings to Comfort

Coming [14]81714515:1161719:1719:17 21:1931:1111621118:12197:13 208:12227:42285 Commenced III223:17 Commencina **II**423 Comment T1229:18 Comments **Z**122352305 Commission **[145]**1:11:41:91:125:45:208:118: 148 1993921 10:1012:141225 14715217618:10222124224: 2025:18252226:18262529:729: 1131:1532:22322535937:1137: 1537:1938:1538:18382443.944; 1844:1847:1048:1749:749:1950: 1154254:1455:15552257263:7 63:1468:1669:11692373:375:476: 482690:129025103:10104:4104: 151042510561061107:7110:7 1173128913424134241359136 31366138:1313825145:1145:10 151:1615120151211512315625 15751579159.14169201722173: 18174:17192:7200:720082014 20192025202:102062020724 20882103210921013211:1211; 52119211:14211:17211212144 2142021425215:15215:19216:17 21762185218:18219:16219:18 2192122042205221:12212221: 52219221:18221:19222:1223:10 223:19226:12227:222785228:10 23121232:1323324234:14234:17 235:1623522 Commission's [12]820156232093210.11210.14 211:122156215:721614217:4217: 17218:19 Commissioner H31:11162034167061229138: 713971398160151752519021 190231912193:11193:1719323 1945194:11194:1919521958195: 131952119621966196919613 19618196201962419731976 197:101972019725205:4205:19 2063225:15226:13229:1723824 Commissioners [13]62333:1275813821403190: 16190201919191:16191212053 20692325 Commitment F470.1270.137581913 Committed J371:16135:122123 Committing 1118:16 Camman. [4]3619362378259225 Commonly [1]3612 Communicate [1]625 Communicated **2**792181:16 Communication [4]56568688618522 Communications [14]25:1528205123542160662: 1163673582:18907134:17134: 25163816611 Communications/Alterna **II**259 Communications/Alterna-Cell COMMUNICATIONS/ALITERNA-CELL' 1114 Companies

Company [35] 25:8 40:4 40:5 40:9 41:1 49:9 50: 3 50:15 50:15 50:17 50:18 50:18 53: 13 53:17 82:25 102:19 102:20 177:22 183:8 183:18 185:17 195:25 196:21 196:25 197:4 197:7 197:12 205:16 205:24 214:14 215:6 220:18 226:1 231:6 239:16 Compare [1] 168:8 Compared [8] 98:10 107:19 120:2 120:5 126:17 142:19 143:6 193:1 Comparing [5] 128:24 148:24 182:14 182:16 204: Comparison [6] 4:16 98:12 107:22 142:1 142:3 Compel [4] 217:25 218:3 223:21 233:21 Compelled [1] 218:7 Complaint [1] 17:18 Complaints [4] 190:3 190:9 190:10 210:17 Complete [12] 14:21 37:16 67:6 67:7 73:9 83:14 96:8 137:8 143:20 150:8 211:6 238:6 Completely [3] 19:14 63:4 185:16 Completeness [3] 54:9 95:20 222:12 Compliance [20] 1:4 2:18 24:18 48:18 48:19 54:23 55:11 55:17 56:12 56:21 60:7 73:12 74:2 97:16 97:17 97:18 106:1 106:10 106:12 133:10 Compliant [2] 104:3 202:24 Complicated [4] 26:22 26:22 27:8 236:10 Complications [1] 72:5 Complied [6] 12:5 185:21 200:2 200:12 200:15 232.7 Comply [5] 51:13 213:15 213:19 216:18 237:9 Complying [1] 234:9 Computer [3] 24:11 86:5 96:1 Concede [1] 102:8 Conceded [1] 102:11 Concedes [1] 226:10 Conceivably [1] 59:5 Conceive [1] 59:1 Concept **[1]** 163:2 Concern [5] 87:2 87:6 95:14 96:7 231:8 Concerned [7] 9:4 11:6 13:17 16:18 40:23 226:17 235:17 Concerning [3] 169:4 169:9 180:22 Concerns [2] 18:23 45:18 Conclude [5] 102:5 102:6 109:12 143:22 172:3 Concluded [4] 108:24 109:16 109:24 241:11 Concludes [1] 217:14 Conclusion

[6] 50:25 57:25 69:4 70:1 109:5 109: Conclusions [8] 68:15 69:5 69:7 109:20 116:15 117:16 169:20 219:20 Concur [3] 160:15 239:3 240:17 Concurring [1] 202:13 Condition [1] 179:7 Conditions [1] 53:1 Conduct [4] 209:12 209:25 217:22 220:18 Confident [3] 14:20 59:9 84:5 Confidential [76] 39:15 39:23 43:24 44:2 44:3 44:5 44:17 48:20 48:21 57:9 57:10 57:11 57:16 57:18 57:20 58:1 58:7 58:8 58: 10 58:12 58:24 59:3 59:6 59:8 59:12 59:14 59:16 60:8 64:6 64:25 65:1 66: 4 66:9 67:25 68:3 74:6 74:7 74:24 75: 14 76:2 78:1 86:2 91:5 94:21 135:11 136:13 137:17 140:5 140:9 140:10 140:11 140:16 161:12 161:14 161:17 161:19 161:21 162:2 162:6 165:8 165: 9 166:6 173:15 177:13 178:3 179:13 179:24 181:13 181:14 181:15 191:11 191:13 191:17 191:19 199:8 230:12 Confidentiality [1] 54:22 Confirmation [1] 168:22 Confused [1] 174:5 Conjecture [1] 185:25 Connected [1] 41:4 Connection [1] 180:13 Consequence [2] 69:25 99:21 Conservative [1] 215:12 Consider [6] 5:25 30:7 42:7 94:3 94:9 210:16 Consideration [4] 34:2 34:5 156:23 194:3 Considerations [1] 206:14 Considered [7] 44:20 130:8 130:16 130:21 131:4 131:10 131:16 Considering [3] 18:6 157:2 202:19 Consistent [5] 7:1 7:3 7:17 133:15 209:7 Consistently [3] 25:14 27:21 117:8 Constitute [2] 215:23 217:8 Construed [1] 209:13 Consumers [5] 234:19 234:20 234:23 237:20 237: 22 Contact [12] 11:19 11:22 11:25 37:15 52:15 56:1 67:12 113:4 113:20 113:24 116: 1 117:3 Contacted [9] 15:7 15:19 63:6 114:2 114:10 116: 2 189:21 189:23 227:18 Contacts [2] 7:14 190:9 Contain [5] 65:15 66:25 77:18 116:12 128:19 Contained [14] 57:23 63:22 64:23 65:12 66:15 71:13 77:18 82:14 89:14 89:15 95:17

95:18 131:5 222:17 Containing [1] 54:16 Contains [**9**] 42:14 48:8 54:14 62:9 65:10 80:25 84:17 96:25 221:11 Contemplate [1] 77:17 Contempt [1] 213:21 Content [1] 51:9 Contention [1] 10:6 Contents [3] 43:24 48:5 51:24 Contest [5] 14:10 223:19 223:21 223:22 223: Contested [1] 225:21 Contesting [13] 5:22 8:15 9:1 9:23 12:16 12:17 16:15 16:16 19:25 20:9 85:12 85:15 Context [1] 134:9 Continually [2] 8:6 238:2 Continuance [27] 5:7 5:10 6:13 6:20 9:25 12:3 13: 8 15:14 15:25 17:25 18:4 18:11 18:16 19:16 19:20 19:23 22:15 23:7 23:9 87: 20 87:25 110:23 115:9 115:17 116:19 118:12 225:17 Continue [9] 6:8 29:18 29:25 45:25 76:14 90:3 234:10 238:9 240:18 Continued [7] 3:1 4:1 14:23 18:8 52:19 103:19 104:13 Continuing [4] 23:6 88:20 213:21 232:3 Continuity [1] 228:25 Continuous [1] 214:12 Contract [44] 40:11 47:17 47:17 99:2 99:14 99: 17 99:18 100:1 100:3 100:8 100:9 100:10 100:13 101:4 101:4 101:8 124: 3 124:5 124:6 124:19 126:7 126:19 130:20 131:2 142:14 142:16 144:15 144:17 147:11 147:12 162:13 162:25 163:1 163:3 163:12 163:14 164:2 164: 8 174:22 180:12 180:13 180:14 203:2 233:1 Contracts [17] 47:15 99:13 99:20 99:20 99:22 126:21 130:15 156:18 156:24 186:9 193:20 194:1 194:7 204:17 210:10 210:14 232:23 Contractual [1] 46:15 Control [1] 236:20 Controlling [2] 220:20 221:15 Conversation [6] 74:21 102:17 103:8 122:5 123:7 Conversations [4] 16:11 78:18 135:3 135:4 Cooperatives [1] 230:23 Copied [2] 79:4 119:24 Copies [2] 21:11 161:10 Copy [23] 2:23 26:12 34:17 52:12 54:1 62:9 77:14 77:15 77:17 79:3 82:15 86:14 89:15 95:21 96:7 96:24 97:19 97:21

5102025518512192223023

(

97:22 119:2 175:17 175:20 228:18 [10] 54:17 123:21 123:22 124:1 124: Daily Decrease Copy's 12 124:16 132:9 149:4 192:17 194:21 [3] 163:18 164:7 164:8 [4] 102:4 103:22 144:22 194:10 [1] 162:15 Cowardly Dakota Decreased [1] 239:17 [43] 1:2 4:21 4:23 18:24 19:19 24:2 Corporation [3] 144:3 150:18 150:20 [18] 45:4 45:9 46:14 46:17 46:24 47: 19 47:21 47:24 48:9 48:11 54:16 62: CPA 24:5 24:16 24:19 24:24 25:1 25:24 32: Decreases [3] 25:1 163:21 195:16 19 49:7 103:24 150:6 170:14 175:4 [1] 130:12 182:6 182:13 182:20 183:4 183:10 11 73:8 100:18 114:13 224:2 224:14 Crash Decreasing 184:16 196:14 197:15 202:23 205:8 234:16 [1] 185:6 [1] 78:13 214:4 220:3 224:9 224:10 224:21 227: Corporation's Create Deem 12 230:9 234:20 235:2 238:2 238:7 [1] 47:3 [1] 226:22 [1] 221:18 238:9 242:1 242:7 242:13 Corporations Created Deems Dark [1] 220:13 [7] 9:11 17:8 107:24 141:15 208:15 [2] 217:19 218:18 [2] 130:19 237:3 Correct 224:24 224:25 Default Data [94] 26:7 34:18 36:8 43:18 43:25 50: Creating [1] 46:15 [40] 2:6 2:9 2:14 3:7 3:9 3:10 3:12 36: 22 53:14 53:15 55:20 55:25 56:20 66: [1] 141:25 Defend 12 36:18 37:4 37:5 37:7 37:23 37:25 18 70:20 77:6 79:20 86:1 90:21 97:24 Credit 38:13 38:14 43:6 43:13 44:10 59:20 [1] 18:14 97:25 101:18 105:12 106:19 108:25 [13] 3:18 15:3 62:10 103:4 128:8 164: 59:22 59:23 59:25 60:5 60:18 60:19 Defense 111:6 113:14 113:18 118:20 124:21 6 164:11 219:17 219:19 224:1 228:5 60:21 60:25 61:6 61:13 62:4 62:17 62: 124:24 125:2 125:4 125:8 125:10 128: [2] 14:9 236:13 234:15 234:16 20 63:5 64:14 78:21 79:12 150:2 203: 1 128:5 129:3 129:5 132:2 132:11 Defiance Criminal 17 232:4 132:12 133:6 133:14 134:6 134:23 [1] 210:2 [1] 240:15 135:2 135:8 137:2 137:3 146:13 146: Define 17 148:21 150:15 150:25 151:1 151:8 Cripple [49] 35:11 52:17 52:19 52:21 55:13 [1] 111:7 [1] 117:6 60:23 67:13 67:15 67:17 67:19 81:16 151:9 151:12 152:25 153:1 154:16 Definitely 99:2 99:2 100:8 100:8 100:10 134:20 155:7 167:4 168:23 175:25 181:25 Cross [9] 28:6 50:25 69:2 86:20 148:17 208: 182:3 182:4 182:10 182:21 183:13 137:9 142:14 142:16 147:9 147:11 [6] 2:2 88:17 93:8 181:3 191:17 198: 15 220:21 224:5 226:7 183:19 183:20 184:9 184:20 184:24 147:12 156:15 156:16 158:15 163:4 Defy 184:25 185:13 185:14 185:18 187:16 163:7 163:10 166:11 166:17 166:18 Cross-examination 187:21 188:16 188:17 188:20 188:23 170:19 170:20 170:24 171:19 172:7 [1] 215:6 [7] 88:17 93:8 181:3 181:10 191:24 195:22 198:10 188:24 190:3 190:4 196:7 196:12 198: 172:9 172:10 174:11 174:23 176:6 Degree 176:14 180:12 180:13 195:18 200:14 23 199:15 205:23 242:12 [1] 24:9 Cross-examine 203:24 215:19 Correctly Delay [3] 87:1 88:11 229:14 [2] 22:20 46:1 Dated [1] 225:22 Cry [26] 3:5 35:19 35:20 36:13 37:23 43:7 Correlated Delays [1] 223:13 43:8 45:3 53:7 55:14 59:21 59:22 59: [1] 142:20 [1] 13:18 Current 24 60:1 60:20 61:2 61:4 62:8 65:9 72: Correspond Delivered [4] 71:8 120:6 157:17 158:21 21 73:12 89:3 105:25 146:3 211:7 [3] 137:5 150:4 166:16 [5] 201:6 201:9 201:12 201:13 230:16 242:13 Customer Correspondence Demands [83] 2:15 3:3 3:19 3:23 4:6 4:10 4:12 44:11 48:15 48:19 54:24 57:6 63:24 Dates [7] 3:21 3:25 4:2 4:4 4:7 4:9 48:3 [1] 200:15 [12] 99:3 126:19 134:19 146:4 147:13 Corresponding Demonstrate 65:10 71:16 77:10 99:13 99:15 99:17 156:3 156:4 158:20 172:12 172:14 [2] 163:24 200:11 99:19 100:7 100:9 100:18 100:19 100: [2] 172:5 221:20 172:17 172:20 20 100:21 100:24 100:25 103:13 106: Cost Demonstrated Daubert **[5]** 127:13 187:4 187:15 188:12 188: 13 106:14 108:15 113:5 119:19 119: [1] 116:11 [5] 210:7 210:8 212:9 213:3 231:22 23 119:25 120:5 120:10 121:18 122: Demonstrates Dave 10 122:12 122:12 122:14 123:21 124: Costs [1] 1:16 [1] 209:6 10 125:24 126:1 127:5 127:6 127:10 [2] 188:14 188:25 Deny Day-to-day 127:11 127:14 131:1 131:8 131:9 133: Counsel [1] 50:8 [2] 16:5 22:14 3 133:4 133:4 133:4 133:25 142:2 [19] 8:20 32:21 33:11 59:10 83:18 83: Department 142:3 142:10 143:1 143:5 144:7 144: Days 22 87:6 90:15 93:2 105:20 110:8 115: [5] 111:16 111:22 163:12 163:14 231: 8 146:2 146:2 158:18 183:25 188:2 [3] 24:16 24:19 127:7 6 170:22 171:25 198:6 198:8 210:19 199:23 200:22 202:14 202:16 203:7 Deposits 216:10 222:10 211:2 211:15 211:17 212:8 214:2 232: Deadline [1] 103:13 Counsel's [1] 70:13 Depth [3] 31:11 45:23 129:20 Customers Deadlines [2] 16:23 145:6 Count [125] 38:17 39:6 39:11 39:12 39:13 [1] 70:17 Derelict [4] 108:15 108:17 119:19 159:1 40:25 41:7 41:10 46:17 46:19 47:15 [1] 240:2 Deal Counted 47:23 48:12 78:11 79:9 98:23 99:4 99: [10] 32:17 32:19 33:6 58:2 192:23 Derived [2] 40:18 158:15 7 99:12 100:23 103:20 103:23 103:24 193:6 214:16 232:18 233:8 233:12 [1] 206:16 104:17 104:20 104:21 106:22 108:18 Counting Dealing 113:21 113:25 114:2 114:3 114:11 Describe [1] 212:15 [3] 161:16 220:12 220:14 [40] 35:7 36:11 37:22 38:11 42:10 43: 120:1 120:6 120:8 125:21 125:22 126: Counts 5 44:25 46:11 48:2 49:5 51:21 51:24 Deals 15 126:18 127:3 127:23 127:24 128:3 [1] 142:10 53:3 53:25 54:10 59:19 60:4 60:17 62: 128:7 129:15 130:6 130:8 130:17 130: [2] 50:7 232:21 County 7 63:20 65:6 66:12 68:5 71:11 72:16 22 130:25 131:5 131:7 131:11 131:11 Dealt [5] 224:10 224:23 225:1 225:8 242:3 73:11 80:21 88:24 90:6 98:21 99:10 131:13 131:17 131:19 131:19 131:21 [1] 220:11 105:19 107:25 119:11 121:6 132:5 Couple 131:22 132:8 142:15 143:23 143:23 Death [12] 10:2 32:17 111:1 161:2 191:22 193:18 201:2 206:10 230:7 231:23 134:17 137:16 141:3 152:8 143:25 144:4 144:4 144:10 144:13 [1] 228:3 144:14 144:20 146:1 149:21 149:23 Described Debit 150:3 150:6 150:9 150:12 150:12 150: 232:8 235:25 [1] 129:2 [2] 164:5 164:10 13 150:17 150:19 150:22 154:17 155: Course Describing December 5 155:16 155:20 156:1 156:7 156:9 [6] 78:16 83:1 88:7 88:8 103:22 191: [2] 69:9 86:3 156:11 156:14 156:17 158:14 158:14 [34] 35:20 45:3 55:21 56:1 56:7 56:24 Deserve 158:20 158:21 158:22 158:24 159:1 66:15 71:3 73:24 74:2 97:18 104:2 Coursework [1] 239:23 133:8 133:11 134:16 134:20 134:22 170:15 174:20 174:21 174:25 175:5 [1] 24:10 177:25 179:11 189:22 189:23 189:25 Designations 135:1 135:2 153:15 154:18 156:6 156: Court [1] 24:22 190:1 192:21 192:22 193:4 193:6 193: 10 156:12 158:16 158:20 167:24 211: [2] 140:6 228:19 9 202:23 215:22 227:12 232:18 238:3 2 211:18 211:22 212:2 212:3 218:13 Desk 238:7 238:9 238:11 Court's 222:6 [2] 84:16 86:17 [1] 229:10 Cut Decide Detailed Courts [5] 81:2 106:19 142:8 142:12 174:7 [5] 37:12 157:9 211:9 211:12 217:18 [1] 35:13 [1] 29:22 Decided Cutting Determination Cover [1] 225:1 [2] 12:13 219:18 [2] 6:5 205:18 [3] 57:8 67:2 196:16 Decision Determine [5] 50:19 103:6 120:17 143:19 171:4 [4] 22:24 23:1 29:16 136:4 Coverage D [6] 46:8 50:16 180:16 180:16 196:10 Decisions Determines D/b/a 211:23 [1] 225:10 [1] 220:4 Covered [1] 220:15

Word Index Determining [2] 108:20 148:3 Detriment [3] 238:9 238:22 238:23 Develop [2] 195:15 195:17 Dialer [9] 125:22 126:5 188:10 188:12 188: 12 188:20 188:22 188:25 189:6 Dialers [1] 125:24 Diatribe [1] 119:9 Dictate [1] 126:21 Difference [25] 103:2 120:20 121:4 121:7 123:17 123:18 124:2 124:7 125:16 126:9 126: 24 126:24 127:3 127:17 128:22 133: 24 134:3 146:25 147:4 147:20 147:22 148:7 148:9 150:16 190:24 Differences [7] 80:11 108:12 114:12 114:13 121:1 121:2 204:12 Different [18] 20:18 22:9 50:3 83:2 84:2 84:8 84:25 85:18 104:22 110:9 117:21 117: 24 125:17 142:23 146:10 171:20 172: 21 172:21 Differential [1] 116:1 Difficult [4] 162:14 192:2 214:3 236:12 Dilatory [2] 237:8 237:11 Diligence [2] 240:11 240:13 Direct [19] 2:2 23:19 26:19 37:4 37:21 42:8 47:25 53:24 62:6 72:15 80:20 93:19 105:16 131:23 141:1 148:10 149:18 157:22 188:7 Directing [1] 234:4 Directive [1] 218:6 Directives [2] 231:15 235:22 Directly [5] 112:10 130:12 142:22 144:2 144: 22 Directs [1] 37:10 Disable [2] 8:6 8:12 Disabling [1] 7:1 Disagree [4] 22:5 82:22 110:4 213:17 Disagreed [7] 85:5 85:7 85:13 85:23 108:24 189: 16 189:18 Disagreement [2] 79:25 85:20 Disagrees [2] 117:19 161:18 Disappointed [1] 236:18 Disaster [1] 224:24 Disbarred [3] 20:3 20:4 20:5 Disconnected [1] 76:6 Discontinue [2] 126:6 127:4 Discontinues [1] 127:9 Discover [1] 22:19 Discovery [13] 7:5 7:15 Î1:8 11:14 14:22 18:22

21:3 21:20 22:19 115:7 115:10 117:2 225:18 Discuss [5] 10:18 33:9 101:17 201:12 201:17 Discussed [6] 22:21 52:16 52:16 56:3 192:21 Discussing [5] 8:1 21:24 54:22 59:7 66:8 Discussion [4] 80:19 181:9 190:19 191:6 Discussions [3] 42:23 79:12 90:3 Disk [12] 3:22 84:16 84:18 84:21 89:7 89:7 89:11 89:14 89:15 89:25 95:22 96:25 Dislike [2] 181:24 182:2 Distance [9] 26:1 26:2 38:16 46:16 150:5 150:6 186:20 188:7 193:1 Distinct [1] 164:14 Distinctions [1] 98:13 Divide [2] 163:11 163:13 Divides [1] 121:24 Docket [8] 60:3 63:15 85:6 109:16 109:24 133:16 133:22 195:12 Document [39] 35:7 35:8 35:8 39:6 39:19 44:6 47:14 48:17 61:4 63:20 65:8 66:13 71: 12 71:15 73:15 83:15 87:14 88:8 89:3 92:5 92:7 92:8 92:9 92:11 93:5 95:15 105:17 108:21 112:9 116:6 120:9 141: 7 152:11 153:2 166:8 166:12 166:15 202:7 230:1 Document's [1] 14:17 Documents [27] 5:12 11:10 11:15 14:14 14:19 20: 17 23:6 23:7 28:5 32:20 60:17 62:7 73:9 84:3 109:20 112:18 112:20 113: 17 114:22 114:24 116:12 117:13 145: 17 157:20 169:7 233:11 233:22 Dog [1] 234:22 Dollar [16] 102:18 102:18 149:12 149:12 172:1 184:7 184:8 189:7 189:8 192:8 192:8 192:12 192:12 198:19 217:17 Dollars [5] 99:18 121:20 123:25 184:15 230: 21 Donald [1] 42:12 Done [13] 6:3 44:21 88:25 112:11 114:15 114:15 137:12 145:7 159:15 160:3 170:9 224:20 227:25 Door [1] 58:23 Dooring [1] 89:20 Double [17] 65:15 81:10 81:13 83:11 95:17 108:14 108:16 108:19 119:14 119:17 119:19 121:19 122:16 142:6 142:11 142:11 142:12 Doubt [3] 211:4 229:9 232:20 Douglas [1] 1:17 [23] 9:23 13:4 38:9 39:25 67:18 67:19 112:1 121:17 122:18 133:3 152:4 154: 21 156:5 157:2 157:12 167:6 173:14 182:8 202:12 203:6 212:15 223:13 235:7

[1] 213:19 Dramatically [2] 222:11 222:13 Draw [10] 43:3 44:24 50:24 51:20 53:2 63: 19 128:10 169:8 169:21 209:16 Drawn [1] 209:11 Drifted [2] 41:16 148:13 Drink [2] 181:8 227:10 Driving [3] 228:2 232:9 232:10 Drop [1] 228:22 Due [15] 6:11 13:24 55:16 55:17 56:7 71:3 71:8 73:24 74:2 104:1 124:2 203:17 228:23 240:11 240:13 Duly [2] 18:18 23:17 Duly-appointed [1] 242:8 During [33] 32:20 41:6 42:23 44:5 52:13 56:3 58:8 58:10 58:24 59:16 88:17 90:14 102:17 103:8 112:16 123:6 126:7 138: 7 139:1 146:8 150:19 151:3 151:6 151:15 151:18 152:16 155:3 156:24 167:13 180:23 191:24 198:17 199:12 Duty [3] 13:15 234:22 240:2 \mathbf{E} E-mail [26] 3:25 4:2 4:4 4:7 4:9 63:21 63:22 66:13 66:15 67:3 67:8 68:6 68:8 68: 10 70:19 71:5 71:12 71:15 72:18 72: 20 73:13 97:19 97:20 105:23 106:18 135:4

E-mailing

[1] 15:21

[1] 72:21

[1] 142:15

[1] 231:20

[1] 163:15

Earned

Earth

[1] 225:12

Easier

Easiest

[1] 26:23

Easily

[1] 120:17

[3] 4:22 24:4 224:12

East

Eat

Ebb

[1] 227:9

[1] 133:18

[1] 24:11

[1] 225:1

Edge

Economics

Educational

[2] 24:6 30:16

Effective

Effectively

Effect

[1] 53:7

Earnings

[3] 40:8 163:19 164:2

Early

Earn

E-mails

Earliest

[3] 164:16 164:23 165:5 [5] 33:11 198:5 201:11 201:17 201:19 [14] 53:6 99:6 100:11 100:12 100:22 100:23 101:12 101:13 101:25 150:16 220:25 221:8 221:12 230:9

[1] 99:8 Effort [3] 8:25 221:20 231:9 Efforts [3] 5:21 68:25 227:3 Eight [2] 12:19 159:1 Either **[14]** 40:5 47:16 59:4 78:18 95:13 122: 6 134:1 140:12 164:22 201:14 210:1 221:15 232:7 237:10 Elaborate [2] 70:16 138:22 Electronic [16] 66:16 71:14 73:14 73:14 77:14 77:15 77:17 79:3 79:5 82:15 89:5 89: 6 89:11 89:15 97:21 97:22 Elevated [1] 187:17 Eliminated [1] 174:21 Eliminating [3] 99:7 150:17 150:18 Eloquently [1] 9:4 Emergency [2] 224:24 225:2 Employ [1] 222:9 Employees [1] 76:4 Employment [3] 24:15 24:18 25:3 End [6] 91:5 135:11 137:17 161:21 178:3 212:6 Ended [1] 156:8 Engaged [1] 214:15 Enron [1] 224:12 Ensure [3] 12:24 104:10 234:6 Enter [17] 27:18 38:5 42:18 45:14 49:1 52:1 60:11 61:7 65:18 66:21 68:17 83:5 106:3 110:16 129:21 141:17 153:4 Entered [38] 27:6 28:6 28:8 28:9 29:14 29:14 34:3 34:19 34:21 36:2 53:9 55:4 62: 13 63:12 64:2 65:4 67:22 68:12 71:21 72:25 78:17 79:12 92:9 93:11 93:16 93:20 98:2 120:10 134:25 135:3 135: 4 136:8 137:13 152:25 158:1 158:4 160:23 161:2 Entering [1] 84:23 Entire [9] 11:20 48:5 92:24 93:5 109:16 109: 24 229:9 229:11 237:2 Entirety [1] 202:22 Entities [2] 184:17 220:12 Entitled [1] 92:24 Entity [2] 221:13 221:15 Entry [13] 36:25 38:3 42:16 43:15 45:12 48: 24 49:13 73:17 168:8 169:16 176:4 176:5 176:25 Envelope [1] 90:2 Equal [1] 122:1 Equalled [1] 122:19 Equipment [1] 125:19

Dragging

Equitable

Word Index [1] 215:3 Equity **[5]** 164:16 164:22 164:23 164:25 165: [16] 4:14 4:15 52:6 99:6 99:10 100:16 101:23 123:19 130:10 130:18 130:23 131:6 131:12 131:17 144:11 144:20 [14] 78:24 98:15 98:22 99:11 99:21 102:2 113:12 129:1 159:2 159:4 159: 8 159:9 159:13 159:15 Especially **[5]** 18:6 31:15 124:9 233:2 239:4 Essence [1] 152:10 Essentially [8] 44:10 79:14 79:24 90:19 96:3 142: 8 148:14 174:24 Established [1] 240:3 Establishes [2] 235:9 235:20 Estimate [2] 113:2 114:9 Evaluate [1] 208:9 Evaluated [2] 206:23 214:23 Evening [1] 8:21 Event [3] 46:15 126:6 127:9 Evidence [43] 6:2 7:13 10:19 12:23 19:4 19:6 19:6 22:16 23:1 27:15 29:14 31:3 87: 3 87:10 87:18 88:21 92:25 94:3 94:9 94:12 116:17 159:14 160:25 171:10 172:3 208:7 208:9 208:24 209:6 209: 10 209:11 209:15 209:24 210:24 213: 23 215:2 218:24 219:9 219:24 221:6 225:21 227:8 238:18 Evident [1] 210:15 Evidentiary [6] 6:1 17:11 28:8 32:19 88:16 93:25 Evil [1] 225:11 Exacerbate [1] 226:8 Exact 19 128:20 144:7 147:16 Exactly 19 120:15 126:13 136:7 235:19 Examination 10 206:12 Examine [1] 12:10 Examines [1] 145:17

[9] 59:10 86:14 86:18 89:7 95:21 128:

[10] 6:6 47:2 64:22 69:11 92:12 117:

[7] 23:19 88:17 93:8 93:20 181:3 198:

Example

(

[16] 40:11 100:6 101:7 101:8 101:10 102:21 124:4 124:4 167:3 167:3 183: 22 189:9 198:21 199:13 199:17 215:17

Examples [1] 40:10 Excel

[7] 79:5 79:6 84:17 84:21 95:25 97:21 119:24

Excellent [1] 14:3 Except [1] 76:4 Exchange

[5] 187:4 187:6 187:20 187:24 188:3

Exclude [2] 124:16 176:11 Excluded [1] 125:13 Excluding

[2] 128:17 142:6

Excuse [17] 35:18 54:12 63:22 78:23 81:12 84:12 104:6 107:19 112:3 118:18 127: 1 134:24 164:19 168:14 183:17 185: 23 197:18

Excused [1] 207:15 Executed [2] 162:13 217:6 Executive

[4] 33:9 160:1 160:9 228:12

Exhibit [236] 2:4 3:2 4:2 4:17 15:20 27:19 29: 29:15 30:5 30:6 35:3 35:10 36:2 36: 4 36:5 36:12 37:21 37:23 37:25 42:9 42:10 42:11 42:16 42:19 42:20 43:4 43:7 44:24 44:25 45:1 45:2 46:1 48:1 48:2 49:2 49:5 49:6 49:13 49:15 49:

17 49:18 51:15 51:19 51:21 51:22 51: 24 52:12 53:3 53:3 53:4 53:9 53:11 53:25 54:4 54:6 54:10 54:12 54:12 54: 15 54:18 54:22 57:6 57:24 58:13 59:8 59:18 59:20 59:23 59:25 60:25 61:3 62:6 62:8 62:15 62:25 63:12 63:19 63: 21 64:2 64:4 64:7 64:13 65:7 65:8 65:

12 65:14 66:5 66:16 66:16 66:17 66: 23 66:25 67:21 68:6 68:9 68:12 68:17 68:20 69:5 71:5 71:21 71:23 72:15 72: 20 73:4 73:11 73:12 73:17 73:20 74:4 76:22 76:25 77:3 77:4 77:7 77:8 78: 23 80:21 80:21 82:2 84:11 84:19 84: 21 84:23 87:14 87:24 88:17 88:18 92:

14 93:25 94:1 94:2 94:5 94:7 94:11 94:15 95:3 95:5 95:7 96:11 96:13 96: 21 96:23 97:15 97:16 98:2 101:17 101:19 105:23 106:25 107:1 107:17 107:18 107:24 109:2 109:14 109:19 110:11 110:17 111:5 111:18 111:20 118:7 119:11 119:15 119:21 119:22

120:3 121:14 121:15 127:20 128:10 128:11 128:16 128:17 128:20 129:7 130:5 131:24 131:25 132:22 134:1 137:12 137:15 137:16 139:20 141:2 141:4 141:12 141:18 141:25 142:1 142:2 145:16 145:23 146:6 146:23

146:24 149:19 152:8 152:8 152:9 153: 8 155:8 156:10 158:4 158:23 166:2 166:4 166:5 167:15 167:21 168:4 168: 7 168:10 170:23 171:2 171:3 171:6

171:18 173:15 174:9 175:9 175:11 175:14 175:18 179:2 179:5 199:6 199: 9 203:24 204:2 224:21 224:22 227:13 227:14

Exhibited [1] 217:22 Exhibits

[68] 4:25 6:9 9:9 9:18 9:19 9:24 9:25 10:11 10:14 10:25 11:16 12:4 13:5 13: 18 14:6 15:16 15:22 16:1 17:7 18:12 19:8 19:10 19:11 21:12 23:10 27:6 28: 7 30:3 30:15 30:22 34:9 36:10 36:11 37:22 38:3 38:12 43:5 43:15 54:11 55: 9 59:19 61:10 61:20 72:17 85:14 87: 23 107:5 107:9 110:24 111:16 113:5 115:3 116:20 119:5 121:1 145:5 152:

24 154:21 157:22 159:20 160:23 160: 25 161:2 173:21 199:8 225:21 231:5 236:9

Exist [2] 157:4 231:7 Existed

[2] 157:13 157:14 Existence [1] 10:12

Expect [1] 10:19 Expected [1] $\bar{2}01:6$ Expediency

[1] 158:5 Experience [3] 13:13 24:14 117:17

Experienced [1] 151:23 Expert

[18] 5:25 6:5 10:23 10:24 11:1 11:3 11:13 12:8 12:9 17:8 23:9 115:13 115: 19 115:21 116:10 117:20 186:3 226:2

Expiration [2] 99:2 147:12 Explain

[8] 42:22 46:22 86:7 124:5 163:1 169:

19 174:16 177:17 Explained [2] 123:6 143:15 Explains [1] 108:5 Explanation

[6] 108:2 110:8 129:14 153:9 157:19

239:19 Expressed **[1]** 69:20 Extended [1] 227:16 Extensive [1] 68:25 Extent [1] 219:13 Extra

[2] 18:1 188:19 Extraordinary

[1] 238:1 Extreme [2] 204:16 215:24 Extremely

[4] 20:12 134:7 209:9 225:24

F

Face [1] 225:11 Facilities **F11 26:3** Facilities-based [1] 26:3

Fact [33] 12:21 19:3 54:23 80:18 83:19 84: 16 99:18 100:19 100:24 101:10 102:6 103:10 113:9 128:6 181:24 190:5 191: 25 205:13 208:16 213:12 218:23 218: 25 219:8 222:9 222:10 222:18 224:3 227:24 237:17 238:10 239:7 239:21

Fact-finder [1] 19:3

Factor [1] 206:14 Facts

[6] 10:20 169:7 169:20 169:21 180:15

Fail [1] 232:13 Failed [2] 50:21 235:21 Failing

[3] 211:2 211:6 211:22 Fails

[4] 128:3 176:9 176:24 216:17 Failure

[6] 23:7 49:22 51:8 117:2 212:18 213: Failures

[1] 213:19 Fair

[18] 6:12 17:22 17:24 19:2 19:21 77:3 116:19 122:22 127:25 134:10 147:3 180:1 181:19 181:23 187:8 187:10 187:11 193:22

Fairly [3] 20:24 35:8 208:2 Fairness [1] 15:24

Faith [14] 5:21 8:25 14:7 43:1 115:15 116: 22 118:13 206:24 208:14 214:25 219: 12 221:20 230:20 241:2

Fallen [1] 71:7

Familiar [3] 25:7 160:25 186:16 Families [1] 227:3 Fan [1] 181:19 Far [16] 10:6 16:4 21:21 28:17 30:15 31: 11 32:5 34:22 80:5 95:15 103:15 104: 11 133:5 143:13 209:14 239:16 Farmers [2] 230:13 233:3 Farris [1] 1:16 Fashion [2] 30:11 228:6 Fashioning [1] 218:19 Fast [1] 229:5 Fat [2] 224:11 227:9 Fault [3] 104:11 117:4 240:9 Favor [1] 207:3

Fax [10] 38:1 42:11 42:13 45:1 45:3 49:10 51:22 53:4 62:8 63:21

Faxed [2] 37:25 42:12 February

Falls

[1] 162:12

[3] 151:3 151:5 238:3

False

[47] 56:8 71:4 73:12 73:23 81:12 81: 20 97:17 98:23 99:12 99:19 100:3 100:9 100:20 101:6 101:11 104:1 107: 18 107:19 119:16 119:23 120:2 123:6 126:16 128:24 132:17 133:9 134:4 134:5 134:9 134:15 134:21 137:6 137: 7 137:10 142:1 142:13 143:10 143:21 144:17 146:14 148:24 150:9 154:6 174:20 175:1 176:16 211:19

Federal **[1]** 197:13 Felt

[6] 42:24 79:17 83:19 133:10 150:24 240:10

[7] 154:21 181:18 190:2 219:2 219:8 219:10 229:4

Field [1] 115:21 Fifth

[4] 6:23 16:13 101:3 127:1

Figured [1] 123:10 Figures

[6] 9:5 9:6 9:7 9:10 9:11 12:5

Figuring [1] 222:24

File

[13] 63:23 63:23 67:6 67:7 69:1 72:23 73:14 73:15 86:6 90:17 211:2 211:6 213:11

Filed

[16] 35:19 49:18 56:18 56:19 63:8 63: 9 90:23 97:16 153:16 194:16 194:23 201:21 211:16 211:18 218:12 231:21

Filing

[172] 2:18 4:16 21:9 41:13 41:19 48: 19 54:24 55:11 55:17 55:21 55:22 55: 23 56:2 56:6 56:9 56:12 56:13 56:18 56:21 56:24 56:24 57:1 60:7 63:7 64: 23 65:11 70:12 71:1 71:2 71:16 73:12 74:2 76:23 78:9 78:12 78:13 78:24 80: 25 81:2 81:12 81:20 81:21 82:23 90: 11 97:16 97:17 97:18 98:24 98:25 99: 3 99:5 99:12 99:13 99:14 99:19 100:2 100:4 100:6 100:7 100:9 100:19 100: 20 101:5 101:6 101:9 101:11 106:1

106:10 106:11 106:11 106:20 107:18 107:19 108:13 119:16 120:3 120:4 120:6 120:7 120:7 120:21 121:24 123: 5 126:16 126:16 126:17 126:18 126: 19 126:20 126:23 128:25 128:25 129: 16 130:7 130:7 130:9 130:16 130:21 130:23 131:9 131:12 131:15 131:17 131:20 131:21 132:16 132:19 132:21 132:23 132:24 132:25 133:1 133:1 133:9 133:10 134:4 134:5 134:9 134: 15 134:20 135:1 135:2 135:9 137:6 137:7 137:10 142:2 142:8 142:13 143: 1 143:9 143:11 143:20 143:20 143:24 144:1 144:6 144:7 144:9 144:11 144: 16 144:18 144:24 145:8 146:2 149:23 150:17 153:12 153:16 153:17 153:21 153:24 154:1 154:6 174:20 174:21 175:2 205:16 206:22 207:5 207:6 211: 15 211:17 211:25 212:1 212:8 212:11 212:11 212:12 212:14 214:21 215:21 Filings

[23] 58:15 77:15 79:2 98:11 98:13 99: 7 99:9 99:23 99:24 100:13 100:15 100:24 104:11 108:15 130:13 134:8

135:10 137:2 142:23 146:21 159:3 209:8 222:16

Final

[4] 101:15 104:25 126:25 195:22

Finally

[4] 7:10 67:17 116:18 222:25

Finance

[28] 45:4 45:9 46:14 46:17 46:19 46: 23 46:24 47:2 47:17 47:18 47:19 47: 21 47:24 48:8 48:11 54:15 62:11 73:8 100:18 114:12 124:6 124:12 124:23 163:7 180:17 190:1 224:1 234:16

Financed

[6] 100:19 113:14 113:22 123:25 203: 7 203:15

Financial

[32] 35:18 61:12 102:25 106:14 166: 10 166:16 166:20 167:12 167:22 167: 22 168:11 168:24 169:13 169:17 176: 14 177:8 193:20 194:1 195:14 195:15 195:17 200:19 202:24 205:23 206:4 206:7 212:18 212:25 213:8 213:22 213:25 222:15

Financially [2] 205:17 205:25

Finder [1] 19:3

Findings

[3] 108:10 219:20 219:23

Fine

[9] 34:21 86:16 94:7 138:14 202:4 217:15 217:20 239:5 239:24

Fines

[8] 16:18 20:13 209:1 225:14 226:1 226:7 233:17 240:3

Finest [1] 227:10

Fining [1] 239:20

Fires [1] 225:4

[62] 5:16 8:14 11:13 11:23 15:6 23:3 23:17 25:11 27:5 34:20 35:9 35:13 41: 25 51:25 60:21 63:24 83:17 89:4 92:2 92:4 92:21 96:17 97:19 98:15 98:17 98:21 98:22 106:25 108:3 108:5 108: 9 108:16 110:21 119:19 119:20 120: 13 120:25 123:4 123:5 127:23 128:17 129:12 130:4 130:4 141:4 142:6 142: 6 142:9 142:11 143:15 144:25 145:10 146:23 152:22 154:17 156:2 162:4 163:17 202:9 210:8 215:21 236:1

Fit [1] 45:21 Five

[19] 34:20 40:11 61:3 75:12 79:8 79:8 88:23 99:20 101:23 102:3 121:3 124: 5 124:19 129:10 161:7 203:6 211:14 211:20 212:5

Five-minute [2] 75:6 75:12

Five-page [1] 61:3 Five-year

[2] 40:11 124:5

Fix [1] 103:6 Flags [1] 77:9 Flow

[2] 26:17 133:18

Follow

[14] 26:17 27:13 52:8 68:1 121:18 130:11 192:7 205:5 231:14 231:15 231:15 232:11 232:13 235:21

Followed [3] 18:19 117:5 161:1 Following

[3] 172:10 202:19 233:15

Follows [2] 23:18 194:20 Foot [1] 213:19 Footnoted

[1] 152:13 Force

[2] 194:23 195:9 Forest [1] 225:4

Forgo [1] 160:21 Forgot [1] 38:8

Form [1] 216:7 Formally [1] 118:22

Formed [1] 222:19 Former [1] 192:21

Formula [23] 77:16 77:16 77:18 77:19 77:22 77:23 79:3 79:8 79:10 85:3 86:6 86:7 86:25 108:8 120:14 143:14 143:16 146:22 147:24 147:24 148:1 148:2 149:13

Formulas

[36] 6:6 12:7 79:22 81:15 82:16 82:16 83:9 83:13 83:14 84:9 84:10 84:13 84: 18 84:22 85:18 86:10 86:21 87:5 87:8 87:9 87:17 87:19 87:20 87:22 89:14 89:16 92:12 95:14 96:3 96:8 96:9 96: 25 108:7 120:11 120:12 141:12

Forney [1] 1:18 Forth

[10] 21:19 26:25 43:12 60:3 62:18 69: 21 82:19 136:5 157:21 173:14

Forthcoming [3] 235:15 239:14 239:15 Forthright [2] 206:21 222:18

Forward [21] 5:20 9:22 14:5 14:5 14:7 14:9 15: 1 19:10 22:4 22:6 23:2 81:18 87:16 115:20 116:21 118:11 159:10 206:21 218:8 231:23 235:16

Foundation

[16] 27:17 29:10 65:25 66:6 66:8 68:3 109:3 109:7 109:13 116:7 116:10 117: 22 118:6 121:9 121:11 170:18

Four

[11] 35:9 35:13 78:21 100:10 115:3 116:20 162:19 162:19 162:25 163:13

Four-year [4] 100:10 162:19 162:19 162:25

Fourth [5] 59:25 61:6 100:17 126:14 126:15 Frankel

[**2**] 21:8 102:11 Fraudulently [1] 157:8 Frazier

[160] 1:13 5:3 5:3 6:22 11:20 15:20 16:5 21:2 21:6 23:13 23:14 23:20 26: 15 26:16 27:16 29:6 30:2 32:2 33:21 34:18 35:1 35:2 36:1 36:4 36:24 38:2 38:5 39:5 39:25 42:15 42:18 43:14 43: 19 43:22 45:11 45:14 46:3 47:5 48:23 49:1 49:12 50:5 51:4 51:25 53:8 54:3 55:3 57:12 57:17 57:25 59:1 60:11 61: 7 61:22 61:25 62:12 63:10 64:1 65:4 65:18 66:6 66:7 66:20 67:22 67:24 68: 8 68:11 68:20 69:9 69:18 70:10 70:20 70:21 71:20 72:14 72:24 73:16 74:8 74:13 74:23 75:2 75:11 76:11 76:15 76:18 76:21 81:24 83:5 83:17 84:20 86:1 88:5 90:24 92:6 92:11 92:14 92: 17 92:20 93:18 95:2 95:3 95:9 95:12 95:25 96:5 96:12 96:15 96:19 97:8 97: 10 97:11 98:1 98:4 98:7 102:10 105:4 105:12 105:15 105:24 106:3 107:12 109:3 109:6 110:16 112:6 112:19 116: 24 116:25 118:16 118:17 118:21 118: 24 119:3 129:18 134:13 136:12 137:1 137:11 139:19 140:14 140:15 141:1 141:17 145:7 152:7 153:4 155:22 156: 22 158:3 159:6 160:2 160:20 185:24 202:7 204:22 207:10 207:17 208:4

216:2 223:6 Friday [3] 11:16 15:17 19:17 Friends [1] 230:12 Frivolous [1] 14:8 Front

[8] 46:2 105:22 152:16 173:17 175:12

225:24 232:22 233:6 Fulfill [1] 237:8 Full [2] 40:14 108:2 Fully

[4] 113:22 200:2 200:12 200:15

Future

[5] 40:13 103:15 104:10 220:4 238:25

G

GAAP

[1] 202:24 GARY J11 1:10

General

[11] 30:19 50:9 50:13 50:14 51:5 58:3 58:13 58:16 58:21 173:24 240:6

Generalized [1] 218:6 Generally

[1] 107:25 Generate [1] 95:15

Generating [1] 58:16

Gentlemen's [1] 226:19

Germane [1] 218:15 Given

[19] 6:20 15:2 18:12 19:11 19:12 70: 25 71:25 87:14 169:4 176:15 180:12 180:21 185:20 206:22 219:4 228:3 228:4 228:4 241:1

Glad [1] 84:18 Glitches [1] 219:3 Gloss

[1] 145:13 Goal [2] 143:18 143:19

Government [4] 14:1 17:16 226:10 227:7

Government's [4] 86:22 224:21 226:2 227:13 [6] 20:11 210:6 224:15 228:2 232:9 232:10 H

[13] 13:2 30:2 30:24 35:16 51:25 105:

173:10 174:3 179:14 211:8 213:16

Hac

Governor

Graduate

Graduated

Grandfathered

[3] 45:8 195:11 199:2

[5] 19:20 23:8 88:22 115:17 235:10

[2] 13:11 24:8

[2] 23:7 235:5

Granting

[2] 20:3 83:18

Greater

Greatly

[2] 6:7 6:19

Greg

[1] 1:14

Ground

[1] 212:21

[1] 217:11

[1] 119:8

Group

[1] 46:18

Guess

[1] 8:20

Guy

Guys

Grounds

Grounding

[2] 35:16 79:15

216:10 216:14

Guidance

[2] 182:5 229:11

Guarantees

[1] 183:16

Granted

[1] 225:5

[1] 13:10

[1] 205:14

Grant

Great

[1] 21:9 Half

[3] 108:4 128:18 141:5 Hallmarks

[1] 231:13 Handle

[1] 58:10 Hands

[3] 117:2 117:9 202:7

HANSON

[19] 1:10 28:14 28:17 29:4 138:1 138: 10 160:12 198:2 198:11 198:16 199:4 199:17 200:1 200:5 200:8 200:18 200: 21 200:24 235:23

Happy [4] 227:17 227:24 233:8 233:13 Hard

[2] 83:12 139:1 Hard-coded

[6] 77:18 77:20 77:21 79:1 79:10 108:

Hardcopy [3] 95:13 95:21 95:23

Harlan [1] 1:15 Harm [1] 238:14 Harmed

[2] 238:10 238:19 Harsh

[2] 215:24 217:21 Hate

[1] 136:1

Heading [1] 164:16

Hear [2] 18:18 207:6 Incorporation 211:6 212:9 213:16 213:19 214:5 214: [5] 15:10 53:20 139:9 229:21 229:25 [1] 37:16 9 214:24 218:7 218:17 222:12 222:18 Heard I 222:23 230:15 231:21 232:5 232:6 Incorrect [8] 139:17 151:23 199:11 208:8 228: 236:3 236:8 236:14 236:16 237:17 [5] 106:21 125:23 126:4 126:8 209:8 Idea 237:24 238:4 238:5 238:8 238:17 238: 22 229:20 229:24 231:24 Incorrectly [4] 53:22 53:23 77:12 239:13 20 240:12 240:12 240:16 Hearing [31] 6:8 6:12 7:6 7:11 10:8 10:17 13: [5] 130:15 130:20 131:1 131:8 131:15 Inherent Identification Increase [3] 4:25 94:15 96:21 [1] 9:16 16 18:8 18:18 21:4 21:6 22:23 27:22 [4] 103:4 104:15 148:10 149:12 Injured 39:2 44:5 73:2 73:19 74:14 76:3 83: Ignored Increasing 25 111:25 118:5 136:7 138:21 141:15 [1] 237:10 [3] 215:8 221:22 234:21 [1] 78:11 181:15 204:21 207:20 210:23 223:17 Inquiries II Incredibly [1] 7:15 [1] 1:6 f11 85:6 Heather Înside Ill Incumbent [1] 1:18 [1] 67:10 [1] 90:2 [1] 218:8 Held Insignificant Illness Indicate [3] 4:20 39:22 58:7 [1] 71:8 [1] 233:5 [13] 39:6 42:4 42:24 61:15 68:21 68: Help Instance Imagine 24 80:9 131:8 144:5 146:18 149:2 [7] 19:18 31:8 55:1 85:9 118:13 124:4 [1] 210:11 [1] 157:5 149:11 150:10 129:8 Instances Immediate Indicated Helped [8] 211:20 211:24 212:12 212:16 212: [1] 122:16 [24] 37:14 38:15 39:12 41:6 41:22 44: [3] 114:21 114:23 224:25 24 213:3 213:6 213:21 Immediately 16 44:17 47:20 47:21 53:18 67:9 71:6 Helping Instead [1] 90:13 73:7 90:8 90:9 99:3 102:17 102:24 [1] 225:7 106:17 122:6 126:16 149:23 153:22 [7] 14:5 14:8 19:17 67:8 77:19 118:12 Impact HEREBY 129:9 [2] 230:17 230:18 155.3 [1] 242:8 Indicates Institute Impartial Hesitates [6] 71:5 80:9 120:14 146:7 150:12 [1] 24:25 $[1] \bar{6}:12$ [1] 239:20 151:5 Instructed Impartially Hidden Indicating [1] 56:25 [1] 20:24 [1] 96:3 [7] 37:5 48:10 59:2 67:3 67:4 78:6 Insurance Implication Higher 123:8 [6] 49:9 50:2 52:22 53:13 53:18 76:12 [1] 192:25 [1] 101:5 Indication Integrity Important Highlighted [2] 41:13 70:24 [2] 221:25 222:7 [8] 85:6 145:12 225:15 225:25 227:6 [3] 143:8 144:5 144:14 Indicative 228:7 234:6 234:11 Intend Highly [1] 159:8 [3] 195:4 208:5 240:18 Impose [2] 44:16 231:25 Indicator Intended [1] 240:3 Himself [1] 86:18 [1] 44:4 Imposed [2] 28:21 30:18 Indicators Intent [1] 209:1 History [1] 9:17 [6] 110:7 159:7 159:22 194:22 209:25 Imposing [1] 159:21 216:21 Individual [1] 225:13 Hoisted [**15**] 46:18 64:21 113:21 115:19 116: Intentional Impossible [1] 239:10 10 120:5 132:24 133:2 142:20 143:7 [3] 209:13 210:1 216:21 [1] 58:4 143:7 147:9 163:5 199:23 232:20 Hold Intentionally Impractical Individuals [2] 39:14 66:10 [4] 8:6 159:15 237:8 238:14 [1] 30:7 [6] 187:5 220:16 221:12 224:5 224:6 224:7 Holding Interest Impressed [2] 22:22 48:11 [6] 6:11 15:24 94:19 147:11 147:13 [1] 239:12 Industry Holds Impression [3] 16:25 226:20 227:1 [1] 46:19 Interesting [2] 193:24 239:11 Inference [1] 236:22 Home Improper [2] 209:11 209:17 Interject [1] 228:3 [1] 45:23 Inferences [1] 107:3 Honest Improve [1] 169:8 [4] 214:21 220:23 222:17 222:23 Interrupting [2] 222:11 222:13 Inform [1] 81:18 Honestly Impugning [1] 28:21 [2] 213:1 215:11 Interstate [1] 222:7 Information [9] 121:25 122:1 122:2 187:12 197:4 Honesty In-state [209] 2:21 5:23 6:14 6:17 8:3 11:24 197:7 197:8 197:10 197:11 [2] 154:25 222:11 [4] 21:10 21:14 122:19 122:24 12:2 15:6 15:9 16:4 16:6 24:12 25:17 25:21 26:10 26:23 28:19 28:20 28:24 Intrastate Honor Inaccurate [5] 121:25 122:3 187:15 188:3 197:9 [1] 39:24 [4] 212:8 238:21 240:12 240:16 31:1 31:16 35:14 35:24 36:15 36:16 Introduced Honorable Include 37:10 39:2 39:9 39:10 39:22 41:18 44: [3] 31:16 170:23 218:24 [2] 214:22 214:24 [22] 64:12 86:21 87:19 87:22 169:22 1 44:9 44:13 44:16 44:19 47:7 50:11 Invested Hope 169:24 176:6 176:9 176:17 176:24 50:17 57:3 57:15 57:21 58:1 58:6 58: [1] 177:21 11 58:22 61:12 62:4 62:5 64:6 64:13 [4] 19:20 181:5 234:10 238:25 177:2 177:4 177:21 180:17 189:18 64:15 64:19 64:22 64:24 65:10 65:12 Investor Hoped 193:19 193:25 200:19 200:22 212:15 65:22 66:1 66:4 66:9 66:25 67:5 67: [1] 227:18 218:5 220:24 **111** 177:12 25 68:1 71:9 73:6 73:8 73:25 73:25 Investors Included Hour 74:1 77:4 78:6 79:10 79:16 79:18 80: [6] 87:23 89:5 127:16 164:21 184:25 [2] 177:21 178:1 [1] 236:13 17 81:1 81:11 82:1 82:3 82:4 82:5 82: Involve Hours 10 82:14 82:25 83:11 89:8 89:9 89:25 Includes [1] 66:8 [9] 5:11 13:2 18:11 111:12 111:14 93:1 95:18 96:5 97:23 98:8 98:10 104: [5] 64:13 64:15 169:10 216:20 216:21 Involvement 113:1 113:3 115:4 115:19 1 104:8 104:12 104:19 107:20 107:20 Huge Including [1] 220:20 108:14 117:6 119:14 119:15 120:23 [2] 69:10 128:20 [1] 230:9 120:24 121:23 122:5 122:13 122:14 Involves Income 125:14 128:15 128:19 128:20 128:21 [1] 181:14 HUGHES [14] 39:16 39:18 40:2 167:8 167:8 128:21 134:21 135:7 135:8 137:8 140: Irrelevant [1] 242:3 7 140:11 142:3 142:5 142:7 142:12 167:11 167:23 168:1 168:3 168:7 168: Hundred [2] 159:5 159:20 143:8 143:10 143:12 143:21 143:22 15 168:22 186:12 186:13 Irrevocable [1] 230:21 145:9 146:18 146:20 147:8 147:15 Incomplete [1] 62:10 Hundreds 148:4 148:24 148:25 149:20 150:8 [3] 67:5 72:23 212:8 [2] 12:10 20:16 Issue 150:11 150:19 151:3 151:6 151:10 Incorporate [24] 8:15 8:15 8:16 8:16 16:23 45:21 Hurt 151:14 151:17 152:11 152:24 153:25 [1] 37:11 50:20 75:4 83:18 85:4 89:21 95:4 159: [1] 227:3 153:25 154:2 154:10 155:2 155:14 7 186:23 217:15 217:16 217:24 218: Incorporated 155:17 156:8 157:23 170:8 175:3 176: Hurts [3] 37:18 37:20 53:19 17 221:7 221:10 221:11 233:21 233: 15 177:3 179:24 181:14 194:15 200:3 [1] 219:13 200:4 200:10 200:16 200:19 200:22 24 234-3 Incorporating Hypothetical 202:10 202:19 203:11 203:13 203:19 Issued [1] 37:9

Word Index [17] 43:13 62:10 63:11 78:21 79:12 88:6 104:14 105:2 105:3 105:7 132:7 157:7 206:15 217:7 217:25 224:1 234: Issues [6] 9:23 93:12 140:13 208:2 208:19 219:10 Issuing [1] 221:5 Item [16] 41:20 120:13 163:24 164:15 165: 2 165:5 167:3 169:10 169:22 169:25 176:6 176:9 177:10 177:14 199:6 220: Items [3] 104:22 167:8 235:7 Itself [11] 51:16 51:19 59:13 62:25 67:3 85: 4 117:7 141:12 159:19 172:4 217:18 J Jacobson [1] 1:16 Janklow [1] 225:5 January [8] 24:17 24:19 67:9 71:9 71:17 72:19 72:21 72:22 Jim [2] 1:11 1:14 Job [3] 19:3 231:2 236:15 Jobs [1] 25:4 John [7] 1:13 3:6 54:13 56:23 60:19 105:24 161:18 Joined [1] 24:20 Joining [1] 33:12 Jon [1] 102:11 Judicial [3] 63:14 74:15 105:6 Judicious [4] 14:2 14:12 17:23 17:25 Judiciously [1] 14:24 July [29] 1:7 4:23 25:12 35:9 54:14 55:14 55:15 56:12 76:24 78:12 78:12 80:3 80:4 81:21 82:6 86:16 130:13 132:20 132:23 132:24 132:25 133:5 148:25 153:17 179:5 180:14 212:11 242:11 242:14 Jump [1] 15:8 Juncture [2] 198:7 199:10 June [31] 5:17 5:18 11:17 24:15 35:19 48:6 48:18 55:18 56:24 76:23 78:8 78:12 105:25 153:12 168:12 172:9 172:11 201:5 201:7 203:17 204:4 204:5 211: 7 211:7 211:15 212:1 212:3 212:4 212:11 212:21 222:22 Jurisdiction [1] 197:14 Justification [1] 88:9 Justified [1] 215:2 Justifies [1] 221:7 Justify [2] 13:20 208:7

K

Keep [14] 30:18 57:8 57:9 59:8 59:13 59:16 161:19 180:3 180:6 183:22 191:17

226:5 227:6 240:4 Keeping 111 57:16 Keith [29] 1:15 2:3 8:2 21:23 22:10 23:15 23:16 23:21 23:25 26:19 26:23 28:18 28:23 31:21 34:22 35:2 36:7 38:12 42: 22 86:3 119:11 130:3 141:3 145:9 185:25 198:17 206:11 211:7 213:17 Kelly [11] 1:13 5:3 11:20 15:20 28:24 29:1 102:10 105:24 207:9 213:17 223:4 Kept [3] 57:10 59:12 88:7 Key 111 9:2 Kind [13] 25:19 37:10 44:4 87:22 126:11 129:4 134:10 141:24 161:7 205:22 214:15 220:9 221:8 Knock [1] 112:24 Knowingly [3] 238:2 238:19 238:20

Knowledge [11] 25:17 37:17 50:10 50:13 50:14 133:22 167:2 183:15 185:8 205:11 214:13 Known [3] 221:14 238:4 238:22 Knows [7] 8:4 8:4 22:2 22:12 50:1 59:10 234:

Labeled [1] 166:10 Lack [1] 30:21 Laid [4] 65:25 116:7 116:9 118:6 Language [3] 9:12 220:24 221:11 Lap [2] 86:5 87:7 Large

[4] 41:7 98:22 99:11 233:1 Last [38] 5:11 13:3 13:21 15:21 20:3 35:24 62:17 66:16 71:14 73:15 79:15 80:3 109:21 109:23 111:25 112:17 113:3 115:4 119:9 120:9 121:13 141:6 146: 6 146:6 146:7 152:8 167:8 168:7 173: 3 179:18 179:22 182:3 183:1 195:18 198:3 204:20 231:23 235:12 Lastly

[5] 179:1 213:14 214:6 216:9 222:3 Late [**15**] 13:2 14:21 19:16 55:19 55:24 56: 9 56:21 56:25 70:25 135:5 210:22 211:15 211:16 211:18 232:7 Latest

[2] 106:11 142:17

Launched [1] 13:23 Law [15] 10:6 13:10 13:14 18:20 209:3 216:23 216:24 217:9 217:12 220:5 223:11 226:14 231:14 232:13 239:25 Lawful [2] 216:18 217:6 Laws

[2] 231:19 235:22 Lawyers [1] 222:5 Lay [3] 110:13 121:9 121:10 Laying [4] 66:7 68:2 109:3 109:6 Lead [4] 102:5 141:24 159:14 222:25

Leading

Learned [2] 13:13 223:10 Least [16] 80:5 80:6 110:20 138:15 138:16 172:5 209:7 209:10 209:20 210:23 213:24 214:13 216:11 217:3 221:21 Leave [4] 66:5 107:6 138:7 229:22 Leaving [4] 75:9 138:3 138:11 140:3 Led [2] 102:6 223:1 Left [17] 81:10 81:20 81:25 82:10 89:9 108:16 119:18 122:16 130:25 138:2 138:19 142:5 143:3 173:22 174:24 222:9 237:3 Left-hand [3] 121:17 143:9 152:12 Legal [7] 68:15 69:4 69:7 69:24 70:1 70:2 222:10 Legally [2] 7:7 220:24 Legend [2] 129:13 130:4 Legislative [1] 24:17 Legitimate [6] 20:25 85:20 224:16 231:12 231:14 Length [1] 16:11

[3] 72:11 134:12 206:17

Les [15] 5:13 25:23 45:2 102:9 105:24 159:10 159:22 181:20 181:24 182:2 185:11 186:13 220:1 224:25 227:8 [5] 128:8 135:6 189:11 192:17 216:13 Lessened [1] 207:2

Letter **[50]** 3:4 3:6 3:18 41:20 45:3 46:13 47: 20 48:4 48:8 49:6 49:22 51:7 51:10 52:21 52:22 52:22 53:18 54:12 54:15 55:14 57:8 62:10 65:8 80:23 88:13 89: 2 89:4 90:1 103:4 106:18 128:8 132:4 132:6 132:6 132:21 132:22 150:23 180:15 194:21 194:23 194:25 195:3 195:4 195:10 202:12 219:17 219:19 223:25 234:14 234:15

Letterhead [2] 48:9 52:23 Letters [1] 117:11 Letting [1] 79:22 Level [2] 216:11 222:11 Liabilities

[4] 169:2 169:3 169:10 176:5 Liability

[7] 163:20 163:24 164:6 164:11 164: 14 170:3 177:11 Liable [1] 220:18

[1] 215:14 Lied [1] 159:11 Life [2] 220:23 226:19 Lifelong

Liberal

[1] 224:9 Lifetime [10] 16:19 16:21 17:1 17:3 20:4 221:

10 226:9 226:16 234:24 239:6 Limit [1] 240:21 Limited [1] 216:23

Line [40] 47:1 52:8 68:1 76:6 76:8 76:10 81:10 81:13 83:11 89:20 95:17 98:20 108:16 108:19 110:13 110:13 119:18 119:19 121:19 122:16 132:14 132:14 142:6 142:11 142:12 142:22 142:24 143:2 143:7 163:23 164:1 164:15 167: 2 167:7 173:24 176:3 176:9 177:10

177:14 177:23 Lines [7] 12:11 65:15 108:14 119:14 142:11 201:3 230:24

List [27] 2:15 3:3 3:19 3:23 4:6 4:10 4:12 44:11 48:16 48:19 54:24 63:24 71:16 106:14 142:2 142:14 143:4 146:2 152: 12 169:3 201:23 202:22 210:5 211:2 211:15 211:17 230:11

Listed [21] 99:4 99:14 99:22 113:5 119:9 120:12 121:20 126:22 129:10 130:17 130:22 131:11 131:17 144:1 144:1 144:7 144:9 144:10 144:20 158:14 177:20

Listened [1] 215:1 Listening [2] 229:3 236:8 Listing [1] 100:23 Lists

[7] 57:9 101:20 108:6 119:23 142:19 143:6 143:6

Literally [4] 12:10 13:2 111:16 161:7 Livelihoods [1] 227:2 Living [3] 224:12 228:2 233:4

Loan [4] 124:9 124:10 147:10 147:13 Loans

[4] 48:11 106:23 147:11 194:20 Local

[6] 186:20 187:4 187:6 187:20 187:24 188:3

Located [2] 39:9 39:10 Long-term [3] 47:15 47:16 47:17 Look

[26] 10:25 11:16 31:24 32:12 32:25 35:2 46:18 48:13 57:5 67:2 92:20 105: 17 120:25 129:6 131:24 169:2 174:9 179:2 193:5 208:24 229:10 232:19 233:7 235:7 240:18 241:6 Looked

[2] 92:7 240:8 Looking [22] 9:9 20:24 37:4 56:11 70:11 77:3 93:13 108:23 111:4 145:20 156:4 156: 13 166:3 167:18 167:20 172:3 195:16 202:2 208:19 213:4 230:14 231:5

Lost [3] 238:10 238:11 241:3 Loud [1] 229:7 Love [1] 118:1 Low [1] 192:25

Lowered [2] 99:8 100:13 Luckily [1] 229:5 Lunch [1] 91:4

 \mathbf{M}

Ma'am [14] 5:6 8:9 23:4 26:8 27:3 34:1 85:9 92:23 110:21 115:1 118:8 152:21 182: 25 207:13

[1] 161:14 **[2]** 44:4 85:22 Need Magnitude [26] 9:17 9:25 15:25 28:6 28:9 44:19 [3] 159:4 159:9 159:12 Meet Modification [6] 19:6 19:7 42:2 67:19 70:13 197:23 [1] 206:24 44:22 52:20 70:21 81:19 84:8 87:25 Mail 89:21 122:24 122:25 125:11 140:12 Modifications Meeting [5] 49:10 49:11 63:22 68:10 70:19 156:25 161:15 180:9 197:21 201:25 [1] 207:3 [1] 22:21 Mailed 205:7 219:19 223:12 235:7 Moment Mehlhaff [1] 90:2 Needed [3] 132:1 158:12 179:2 [1] 1:14 Mailing [16] 7:13 12:3 37:13 41:9 47:6 52:16 Monday Member [1] 89:12 87:19 102:21 102:22 104:24 147:10 [19] 8:13 8:20 9:4 10:22 12:20 15:17 18:1 18:1 18:2 18:7 19:17 22:23 115: [4] 24:25 25:1 114:18 138:25 Main 183:18 184:24 199:14 219:14 225:23 [1] 121:3 Members Needs 5 115:11 118:13 161:8 174:9 223:16 [5] 114:16 136:3 136:6 221:4 223:9 Maintain [4] 29:21 30:10 56:9 234:17 [3] 7:2 117:7 228:24 Memberships Negative Money [1] 24:22 Major [2] 77:11 77:13 **[15]** 40:6 40:12 40:14 41:3 41:8 102: [3] 20:13 20:14 24:10 Memories Neglects 16 125:3 188:13 188:14 188:19 214:1 [1] 97:14 Malpractice 227:8 231:11 234:21 241:1 [1] 216:17 Memorize [1] 18:16 Moneys Negligence [1] 30:8 Manage [1] 238:10 [2] 159:9 240:15 Memory [1] 37:17 Month Negligent [5] 34:7 34:9 34:10 80:22 129:8 Management [2] 55:19 211:16 [1] 209:9 Mention Negotiations [1] 24:11 Months [1] 191:25 Manager [1] 42:23 [2] 78:16 133:13 Mentioned [1] 24:18 Neighborhood Morning [5] 23:11 45:18 115:6 124:18 218:23 Manner [10] 8:13 10:21 15:17 18:3 22:17 23: [2] 35:17 102:12 [4] 14:3 14:12 51:12 186:22 Merely 21 23:22 96:23 110:22 225:19 Neighbors [10] 30:14 47:8 51:7 63:13 68:21 68: Map [1] 230:13 24 69:19 85:7 96:1 142:9 [2] 30:9 30:22 [8] 15:12 125:21 137:8 137:8 144:14 Nervous Message 191:12 212:14 226:6 March [1] 30:18 [6] 122:5 123:7 210:11 210:14 222:25 235:18 [4] 66:13 67:3 67:8 68:8 Motion Net Met [36] 5:7 5:10 5:15 22:15 22:22 33:9 [10] 167:8 167:8 167:10 167:25 168:1 56:13 56:19 56:19 57:1 63:7 63:8 63: [4] 8:14 50:7 70:17 210:1 Mark 168:2 168:3 168:6 168:15 168:22 Method 9 63:10 63:15 90:11 90:18 92:2 104: [2] 38:8 94:7 Neutral 14 105:7 135:9 207:25 218:3 218:9 [11] 46:7 46:10 86:8 147:18 148:14 Marked [1] 19:2 148:18 148:18 148:20 148:22 149:13 218:11 218:12 218:20 225:17 230:6 [20] 4:25 34:13 48:1 78:22 93:23 94:5 Never 233:15 235:11 235:24 235:24 237:15 94:15 96:10 96:12 96:21 105:17 130: 25 131:7 131:13 134:1 141:2 144:13 236:16 [15] 7:12 37:19 42:2 45:20 55:22 55: 238:24 239:4 Methods 23 56:2 151:23 157:7 164:1 183:6 [1] 197:22 Motions 166:4 175:15 189:24 190:8 195:4 211:3 232:7 [2] 7:15 225:17 Market Michele Nevertheless [1] 1:16 Motives [1] 185:8 I31 206:23 236:5 238:13 [2] 209:14 209:17 Might Mart [13] 59:16 66:4 139:10 155:8 204:10 Move [2] 195:23 204:11 [11] 2:23 22:3 22:12 27:23 52:17 53:6 [53] 27:18 38:5 42:18 45:14 49:1 49:4 209:18 209:19 215:1 220:24 222:9 Mart's 90:17 103:20 205:16 205:16 222:10 51:19 52:1 54:8 54:9 60:11 60:16 61: 223:5 238:12 239:21 [1] 183:4 7 65:3 65:6 65:18 66:12 66:20 67:21 71:10 72:14 73:10 74:24 76:22 83:5 84:20 90:13 97:8 97:12 106:3 106:25 Newness Million Match [1] 21:21 [11] 102:23 102:23 128:8 147:2 148:8 [2] 38:14 143:9 154:7 154:11 154:13 154:15 170:14 Material [16] 5:2 35:16 35:21 56:6 67:6 67:7 110:16 122:15 123:14 125:18 129:19 182:19 [13] 7:13 22:19 30:8 32:5 33:19 33:23 67:12 73:13 79:11 123:19 128:18 160: 129:21 133:8 137:15 139:19 141:17 Millions 57:19 73:23 176:7 176:10 176:12 177: 16 160:18 160:21 194:19 217:24 153:4 153:9 160:12 163:18 163:19 [1] 20:17 3 191:12 204:7 233:15 233:17 233:24 234:13 Nice Mind Materially 235:2 235:4 [1] 226:10 [6] 147:1 161:1 191:18 207:25 227:7 [2] 176:24 177:5 Moved Night Mathematical [1] 133:12 [4] 13:3 18:2 18:7 227:10 Mine [2] 12:7 77:16 Moving Nights [2] 105:21 229:18 [1] 44:21 Matt [1] 13:2 Minimum [19] 5:14 21:22 22:2 22:10 22:12 25: Multiple Niles [7] 198:23 198:24 199:1 199:25 209:8 23 63:22 66:14 67:3 67:4 67:9 70:12 [2] 99:13 99:20 [3] 42:12 43:10 48:7 220:20 221:16 71:6 71:13 102:9 105:25 220:2 224: Murder Nine Minivans 25 227:8 [1] 27:10 [3] 65:8 89:3 141:6 [3] 228:2 232:9 232:11 Matt's Mushier Nine-page Minors [1] 72:1 [1] 212:21 [2] 65:8 89:3 [1] 24:11 Matter Must Nitpicking [12] 1:4 4:21 14:23 18:20 51:13 68:16 Minute [1] 37:11 [1] 214:10 [11] 10:14 41:16 75:12 114:5 145:16 85:22 113:9 181:24 221:1 224:3 242: 155:8 166:3 182:9 182:10 212:17 232: Nobody 10 N [1] 225:2 Matters Nonconfidential Minutes [3] 44:8 85:10 191:19 [6] 88:23 111:10 139:24 161:7 228:17 229:5 [4] 44:8 161:17 180:7 191:14 McComsey [11] 21:10 21:13 21:15 21:16 21:18 Nonentities [3] 1:22 242:5 242:18 21:19 23:23 23:25 25:8 37:9 139:5 Mischaracterization [1] 224:6 MCI Names Nonlisted [1] 232:16 [2] 186:15 187:2 [5] 21:8 44:13 44:22 104:16 104:18 [1] 126:15 Misleading MCIs Narrative [2] 176:24 238:3 Normal [1] 205:6 [1] 98:19 [4] 52:25 60:2 82:18 98:20 Misled Mean Narrow [1] 238:2 Normally [25] 13:20 16:4 16:17 22:7 25:14 31: [1] 112:1 [1] 182:14 14 31:24 33:3 33:5 74:6 77:20 85:17 Missed Nature 86:15 86:24 87:15 111:7 149:10 176: [3] 55:6 134:20 210:6 Northern [8] 21:12 24:22 25:20 58:13 60:8 157: [1] 24:8 4 194:5 196:20 214:6 214:13 215:24 Misspoke 8 181:13 237:13 220:11 230:12 Nos [1] 81:8 Neared Meaning [4] 2:4 3:2 4:2 4:17 Misstated [1] 52:19 [1] 77:21 Nose [1] 52:10 Necessarily [1] 209:22 Means Mistakes [4] 218:16 218:21 236:20 237:15 [4] 27:1 33:4 116:3 210:5 Notary [1] 228:1 Necessary [3] 93:11 219:23 222:1 [2] 242:6 242:18 Meat Mixed

Note

[14] 6:23 22:18 30:2 64:21 79:1 84:22 108:13 123:15 136:2 161:16 166:11 216:22 222:3 225:15

Notebook [1] 114:7

Noted

[14] 23:13 28:18 34:15 37:7 62:17 77: 8 77:10 77:14 79:8 138:16 138:19 177:10 177:11 228:17

Notes

[4] 30:18 34:19 34:22 177:11

Nothing

[10] 7:14 7:16 22:3 27:23 124:10 124: 11 171:1 179:9 223:6 239:14

Notice

[16] 2:20 10:7 49:8 63:14 63:18 74:16 83:2 83:19 83:23 84:24 85:7 90:14 90: 17 90:20 105:6 179:10

Noticed

[5] 5:16 7:24 18:19 114:4 139:12

Notices [1] 140:12 Notified [2] 37:19 52:13 Notify [**1**] 37:11

Noting [1] 129:20

November

[46] 53:4 54:2 65:9 65:11 80:24 81:12 82:2 82:4 86:16 89:3 89:13 98:25 99: 14 100:6 100:7 101:5 101:9 107:21 120:4 120:7 126:17 126:18 126:19 128:25 129:16 130:6 130:7 130:9 130: 13 130:16 130:17 130:21 130:23 131: 9 131:11 131:15 131:20 132:16 132: 19 132:20 133:1 133:1 153:24 156:9 194:16 222:6

Number

[119] 8:15 8:15 8:16 8:16 12:21 12:23 38:17 98:23 99:12 99:22 108:17 110: 9 111:13 113:25 119:25 119:25 120:5 120:10 121:14 121:18 121:20 121:22 121:24 122:10 122:12 122:12 130:15 131:1 132:11 132:21 133:8 133:11 133:12 133:24 134:6 134:6 134:7 142: 21 142:21 142:23 142:25 143:1 143:2 143:11 145:18 145:19 145:24 146:7 146:19 147:2 147:19 147:23 148:22 148:22 149:9 149:11 149:15 149:16 149:16 152:14 154:4 155:5 156:14 156:24 159:4 163:11 163:11 163:14 163:14 163:25 167:11 167:25 168:3 168:3 170:5 170:6 170:8 170:12 170: 19 171:5 171:8 171:11 171:15 172:17 173:14 174:10 176:10 176:12 176:17 177:5 187:17 190:5 190:7 190:11 192: 21 199:6 202:10 202:14 202:16 202: 21 202:22 202:25 203:1 211:1 211:5 211:14 212:17 212:24 213:2 213:5 213:14 213:20 219:10 220:1 233:18 233:20 233:24 234:13 234:24

Numbered [2] 48:14 121:16

Numbers [101] 7:25 8:5 9:16 12:18 12:22 17:9 20:14 20:20 21:21 21:23 21:24 22:7 22:8 22:12 30:11 30:13 44:13 44:22 48:14 57:13 58:4 58:17 58:21 64:12 64:18 72:2 72:6 72:10 77:19 77:24 77: 25 79:2 79:15 79:22 80:6 82:8 82:12 83:12 83:21 83:24 84:8 84:14 85:2 85: 8 85:25 86:2 88:12 95:15 104:17 104: 18 108:23 110:14 113:8 113:13 117: 18 117:23 120:2 124:15 128:13 128: 16 129:20 130:2 131:24 132:13 132: 15 132:17 133:15 133:19 137:4 137:4 141:10 143:5 146:9 146:12 146:14 146:15 148:20 148:25 150:3 152:13 152:15 154:1 156:19 157:25 158:6 159:13 168:15 171:14 171:20 172:21 173:16 195:18 218:23 218:25 223:23

223:24 224:4 226:3 233:25 234:7 234:

12

Numerous

[28] 5:12 5:22 6:1 6:3 9:9 10:10 12:7 14:6 14:6 18:12 19:5 38:24 39:22 52: 14 52:15 56:4 56:5 56:22 78:17 84:2 84:7 90:8 134:25 135:3 166:20 166: 21 225:16 225:20

Nutshell

[3] 5:15 192:12 192:16

O

0'clock

[6] 4:24 75:9 76:20 91:3 191:7 241:11 Oath

[2] 23:18 97:12

Object

[47] 7:20 15:16 15:18 22:16 22:22 26: 9 27:14 29:6 29:24 34:8 34:11 34:19 34:23 38:19 45:22 46:25 49:25 50:23 57:7 58:5 58:18 61:18 62:21 62:22 65: 24 68:14 74:5 74:11 81:4 83:8 85:3 88:1 89:19 93:18 98:18 109:1 112:2 116:6 145:4 155:19 156:20 168:17 170:16 171:17 172:19 193:7 193:12

Objected [4] 62:5 62:19 64:14 66:9

Objecting [2] 9:8 59:13

Objection

[127] 14:17 14:18 19:13 23:5 23:6 29: 8 29:10 29:20 34:12 36:1 36:3 36:24 37:1 38:2 38:4 39:3 42:15 42:17 43: 14 43:16 45:11 45:13 47:12 48:23 48: 25 49:12 49:14 52:1 52:2 53:8 53:10 54:3 54:5 55:3 55:7 59:9 60:12 60:13 61:8 61:9 62:12 62:14 63:4 63:15 63: 16 64:1 64:3 65:19 65:20 65:21 66:22 68:11 68:13 69:16 69:17 70:14 71:20 71:22 72:7 72:11 72:24 73:1 73:16 73: 18 74:17 83:7 83:18 83:22 85:2 86:11 86:13 88:20 93:16 93:21 95:6 97:2 97: 5 97:6 105:8 105:9 106:4 106:5 106:7 107:4 109:9 110:19 110:22 111:2 112: 11 112:13 115:2 117:25 118:3 119:5 121:8 129:21 129:22 129:23 129:25 134:12 140:3 141:19 141:20 141:22 145:14 151:21 152:3 153:5 153:7 154: 20 157:19 159:5 159:16 160:5 160:13 160:17 160:20 172:25 173:6 173:9 173:12 173:25 185:24 206:17 228:16 228:22 228:24

Objectionable [1] 173:7

Obligated [1] 41:2

Obligates

[1] 40:5 Obligation

[5] 103:18 192:7 210:2 216:11 237:19 Obligations

[2] 46:16 237:9 Observations [2] 139:18 169:5 Observed

[1] 229:21 Obstruct

[1] 16:14 Obstructive

[1] 58:19 Obtain

[1] 222:1 Obtained

[3] 39:7 157:6 157:7

Obtaining [1] 41:15

Obviously [5] 10:16 111:5 226:20 226:21 230:9

Occasion [1] 138:17 Occasions

[4] 21:13 138:16 166:20 166:21 Occur

[1] 172:17 Occurred

[7] 38:22 211:3 211:24 211:25 212:10 215:20 222:5

Occurring [1] 239:2

October

[38] 43:9 49:20 52:19 53:7 142:4 142: 7 143:9 143:19 143:24 144:1 144:8 144:11 144:15 144:23 145:1 145:21 146:3 146:3 146:4 146:5 146:12 146: 21 148:8 149:4 149:7 150:13 155:15 155:15 155:15 156:8 156:11 166:12 170:21 171:19 174:23 175:1 176:9 212:10

Odd

[2] 121:20 220:10

Offend

[2] 138:13 139:15 Offense

[4] 14:11 136:6 138:24 139:18

Offer

[23] 6:16 10:19 15:20 19:8 19:9 19:10 36:4 46:9 94:11 95:10 95:12 95:20 96: 9 102:16 109:14 109:15 109:19 111:1 117:21 124:5 152:22 208:13 208:17

Offered

[26] 36:6 38:8 42:5 42:21 43:20 45:17 49:3 49:16 53:12 54:7 60:15 61:11 62: 16 64:5 66:24 68:21 71:24 73:21 98:6 106:9 107:10 107:12 109:2 110:24 116:20 158:1

Offering

[5] 5:25 9:24 94:2 203:3 206:1

Offers [1] 107:15 Officer [1] 202:13 Often

[2] 45:6 45:7 Oftentimes T11 232:7

old

[3] 22:1 147:8 218:12

Omission [1] 211:10 Omissions

[1] 222:15 Once

[14] 11:14 37:10 37:15 37:15 56:21 62:25 79:1 90:16 92:25 109:18 115:2 116:18 125:25 152:15

One [85] 7:18 12:20 14:16 16:24 18:7 21: 14 25:4 30:5 31:20 40:16 49:6 50:21 51:2 55:23 56:11 70:23 71:3 76:12 77: 10 84:6 96:17 99:13 99:14 99:16 99: 17 99:18 101:25 102:1 102:2 105:21 111:19 113:13 113:16 115:19 116:1 119:25 120:12 120:17 121:4 129:6 132:1 132:15 138:2 138:19 138:23 144:21 152:13 158:18 159:7 160:2 161:13 161:14 164:2 164:15 168:21 171:4 175:21 177:8 183:15 184:3 190: 5 194:20 195:22 195:22 196:10 198:2 199:10 203:10 203:23 204:7 211:13 212:13 214:10 220:9 220:21 221:13 221:17 223:10 223:11 226:24 230:8 231:13 235:12 238:12 241:3 One-fifth [2] 40:16 40:17

One-page [1] 49:6

Ones

[5] 85:18 92:17 157:12 157:13 157:15

Open

[6] 8:17 9:21 16:17 19:18 80:18 140:

Opening [1] 208:4 Operated [3] 25:22 220:15 239:8 Operating [2] 231:17 240:24 Operation

[1] 241:2 Operations [1] 239:9

Opinion

[4] 83:2 125:23 176:15 220:23

Opinions

[1] 69:19 Opportunity

[20] 5:11 5:19 6:4 6:14 9:18 22:25 27: 11 47:16 86:10 87:1 93:2 93:6 93:10 94:17 115:22 118:5 191:9 223:4 229: 25 237:1

Opposing 12 53:2 110:8

Oranges [2] 182:14 182:17

Order [75] 1:4 5:16 45:8 48:18 50:16 55:16

55:17 56:13 56:19 63:11 65:16 69:23 77:5 104:3 104:6 105:1 105:2 105:3 105:6 105:10 106:2 106:10 106:12 123:8 127:23 157:1 192:7 195:11 197: 22 198:25 199:2 201:3 201:9 202:1 202:3 202:6 202:9 202:9 203:21 208: 1 210:9 210:11 210:13 210:15 211:1 211:5 211:7 211:14 211:17 211:21 211:21 211:22 212:20 212:21 216:18 217:24 218:3 218:6 218:20 219:13 220:21 220:25 221:5 221:8 221:10 221:11 222:25 223:21 223:22 232:13

233:18 233:21 233:25 234:4 234:12 Ordered

[4] 106:2 202:11 218:22 235:17

Orders

[11] 123:12 200:7 200:9 200:9 209:3 210:3 215:6 217:6 220:5 235:21 237:

Ordinary [3] 83:1 88:7 88:7

Organize [2] 26:24 34:23 Organized

[1] 220:17 Original

[20] 36:7 36:16 45:7 96:6 96:22 145:8 147:5 149:5 149:19 150:17 155:20 155:24 177:12 194:22 194:25 199:2 203:7 211:21 211:25 220:22

Originally [2] 95:19 147:18 Originated [1] 147:14 Orneriness

[1] 209:20 Otherwise

[1] 191:3 Ought

[7] 32:22 169:16 169:22 169:24 170:6 171:5 217:22

Out-of-state

[1] 122:25 Outcome [1] 116:5

Outline [3] 26:16 27:20 27:25 Outlined

[1] 141:12 Outlining [1] 215:13

Outset [1] 208:12

Outstanding [5] 212:20 218:11 218:21 219:8 219:

Overall [2] 116:5 199:24

Overreaching [1] 226:18 Overrule

[1] 160:7 Overruled

[16] 39:4 47:13 74:18 89:23 93:22 97: 7 112:13 118:4 130:1 141:23 145:15 153:8 154:23 157:19 159:17 206:18

Overstated [6] 131:15 134:7 149:1 149:9 149:11 Word Index 149:16 [12] 47:16 106:22 124:22 127:3 162: Phrased [5] 151:24 152:1 222:3 222:4 222:21 Owe 22 183:25 185:16 186:4 187:20 188:5 Possibilities [1] 173:8 188:19 209:18 [2] 40:25 132:8 11 216:6 Phrasing Payable Owed Possibility [1] 62:22 [1] 177:11 [5] 41:7 47:24 124:13 124:25 231:11 Picture [1] 42:1 Paying [3] 187:23 188:2 193:2 Possible Owes [2] 236:24 236:25 [1] 124:11 [8] 12:12 39:24 172:16 172:18 174:1 Piece Payment Own 206:1 209:20 209:23 [3] 29:2 86:20 93:1 [19] 7:1 7:21 8:7 8:12 9:13 50:3 63: 15 87:3 117:2 117:9 117:20 146:12 [1] 163:3 Possibly Pieces [7] 41:23 45:19 150:24 159:8 176:23 234:21 235:15 Payments [7] 5:12 5:22 10:11 19:5 22:16 39:22 171:21 194:13 224:21 226:2 227:13 [1] 227:4 225:21 240:9 240:14 Pays Postpaid Pierre Owned [2] 188:6 188:7 [7] 103:12 104:17 104:20 104:21 106: [4] 4:22 24:4 229:4 242:13 [1] 25:22 Penalized 13 106:14 202:23 Pile Ownership [1] 217:23 Potential [2] 118:25 215:16 [1] 177:12 Penalties [1] 131:21 Piling [8] 16:19 69:10 156:23 157:2 209:1 215:10 216:15 233:18 Owning Pour [1] 71:7 [1] 221:15 [1] 132:14 Pink Penalty Power [2] 130:19 162:15 [5] 20:13 216:6 216:7 216:9 216:12 P [2] 217:5 234:9 PTII Pending Practice [4] 121:4 121:6 121:7 123:12 Page [2] 92:2 218:2 [4] 20:10 31:15 32:1 36:19 [43] 29:19 30:5 30:5 45:1 45:2 49:6 53:6 54:15 61:3 63:25 65:8 65:22 69: 17 70:23 89:3 89:4 97:19 108:4 108:5 Place People Precise [6] 6:10 23:5 23:8 76:8 138:6 139:16 [42] 19:18 76:4 124:15 124:17 125:12 [4] 171:5 171:7 172:1 216:22 Placed 125:13 214:22 214:24 215:8 220:14 Precisely 108:9 108:10 108:11 119:20 120:9 [4] 90:1 130:6 184:23 185:23 221:19 221:21 224:8 225:9 225:10 [2] 171:11 218:9 120:13 120:13 120:25 121:13 121:15 Places 227:14 227:15 227:24 229:3 230:22 127:19 128:17 129:12 131:24 132:4 Preclude [1] 20:18 231:11 231:16 232:15 232:21 232:22 143:15 145:24 146:6 146:23 158:13 [2] 221:2 221:3 Placing 232:25 233:3 233:7 233:8 233:11 234: 166:2 166:5 168:4 168:7 Preclusive 7 234:19 234:20 235:15 237:12 239: [2] 139:3 139:18 Pages T11221:8 22 240:4 240:7 240:10 240:19 241:1 Plan [26] 4:3 9:9 29:21 35:9 35:13 35:16 241:5 Prejudice [6] 183:23 215:3 221:24 231:4 231:22 35:17 35:18 35:21 35:24 48:13 48:14 [3] 30:17 117:1 117:9 Per 231:25 66:17 70:4 70:9 71:14 73:13 73:15 79: [8] 95:18 122:4 122:5 130:20 202:14 Planes Prejudiced 15 81:14 84:7 128:18 141:4 141:5 211:7 217:19 232:21 [4] 6:8 6:19 11:4 115:16 [1] 185:6 141:6 175:16 Percent Premarked Planning Paging [24] 41:22 46:8 46:10 114:11 116:3 [2] 42:9 43:4 [1] 105:21 [1] 139:22 116:3 122:20 130:10 130:18 130:23 Prepaid Plans Paid 131:6 131:12 131:18 131:22 144:2 [**38**] 38:16 39:12 39:13 40:7 41:8 46: [8] 113:23 124:9 124:10 125:3 127:14 [3] 162:16 182:6 182:12 144:11 144:21 183:24 185:13 189:22 17 103:24 104:21 123:24 150:5 150:6 Plead 164:4 230:19 233:6 189:23 211:23 215:18 220:10 158:24 182:5 182:9 182:12 182:15 [1] 214:22 Painted Percentage 182:19 183:9 186:14 195:24 196:3 Plenty [1] 236:23 [4] 114:2 114:5 122:19 122:23 196:15 196:16 197:1 197:15 199:18 [1] 233:11 Pam Perfect 204:10 204:17 205:7 205:11 205:21 Plus [1] 1:18 210:10 210:14 223:1 224:18 230:15 [1] 222:14 [2] 35:17 188:22 233:1 233:5 Paper Performed PΜ **[5]** 19:24 19:24 84:7 86:20 162:15 Preparation [1] 141:6 Papers [2] 191:7 241:11 [2] 107:8 133:19 Perhaps [1] 189:20 Pocket Prepare [4] 66:6 236:4 236:20 236:24 [3] 184:19 185:21 186:5 [8] 19:7 28:24 29:2 110:11 113:1 114: Paragraph Period 21 114:23 128:11 Point [1] 89:4 [16] 10:12 12:9 33:5 40:8 84:5 90:14 [50] 6:25 21:14 21:18 30:13 31:17 32: Prepared Pardon 90:16 103:20 124:7 156:24 157:3 157: 32:7 32:7 33:18 37:6 41:23 42:4 56: [10] 7:12 14:2 14:19 29:2 29:3 108:21 [5] 81:8 102:2 168:19 179:8 188:1 10 157:12 221:17 221:17 227:17 6 62:20 66:1 70:4 75:6 85:16 86:15 141:8 153:2 158:7 231:23 Part Periods 88:4 90:25 93:5 101:16 101:24 102:8 Preparing [29] 9:15 14:4 25:3 82:18 117:12 138: [1] 146:10 104:8 117:1 124:25 136:9 179:15 180: [6] 108:6 111:24 112:17 115:4 119:22 7 138:9 140:5 140:5 145:24 155:9 Permissible 18 181:21 187:18 190:5 191:20 198: 141:25 159:22 161:13 161:14 161:18 161:20 [1] 109:22 14 207:21 208:7 213:4 216:11 216:16 162:3 162:4 162:5 166:5 168:10 191: Prepayment Permission 218:3 218:12 218:15 228:9 233:18 12 193:9 202:9 205:19 230:3 238:12 [2] 40:4 162:25 [1] 201:25 233:20 234:13 234:24 235:4 238:13 239:4 Prepayments Permit Pointed Partial [3] 103:13 177:25 206:16 [1] 157:24 [3] 122:6 210:19 237:21 [2] 2:23 60:20 Present Permitted Pointing Particular [3] 6:15 28:1 87:2 [1] 198:7 [1] 32:15 [13] 111:19 163:1 166:12 169:16 170: 24 176:8 212:6 216:22 216:24 217:1 Presentation Points Person [1] 239:12 [6] 76:5 76:9 112:4 124:13 183:17 [1] 203:6 217:17 218:17 219:6 Presentations Poor Particularly **[1]** 236:2 Personally [1] 225:9 [1] 235:17 [5] 182:1 206:22 219:6 220:18 221:14 Presented Portion Parties [13] 13:19 19:4 20:17 169:7 169:21 210:24 221:6 227:7 231:25 236:3 236: Pertaining [19] 26:5 26:5 34:19 39:15 40:24 44:5 [2] 85:21 207:22 [1] 198:18 48:21 59:17 65:1 68:4 74:24 76:2 95: Partly 16 237:24 238:20 16 124:3 127:12 138:9 164:13 164:20 Peter [1] 240:25 Presenting 206:15 [1] 76:11 Partnership **[3]** 6:18 14:6 28:25 Portions Petition [2] 25:22 220:17 Preserve [1] 93:19 [4] 192:4 214:20 220:22 221:6 Parts [7] 9:25 10:1 27:6 28:7 28:10 93:12 Portrayed Petitioned [3] 110:20 229:6 239:5 139:15 [1] 79:16 [1] 206:20 Paste Preserved Portrays Philosophy [2] 81:2 142:8 [1] 17:3 [1] 209:21 [1] 179:6 Pasted Preserving Position [7] 79:6 106:20 119:24 120:8 120:15 Phone [1] 94:1 [16] 10:18 41:14 41:17 62:3 88:14 [19] 11:9 13:3 13:21 15:4 15:7 21:7 142:12 143:15 President 128:2 159:7 209:5 211:12 214:7 214: 52:14 56:5 76:6 76:8 76:10 90:8 102: Pattern [2] 45:5 48:9 9 103:8 114:18 123:6 124:19 182:9 9 215:25 216:1 216:4 218:1 240:17 [6] 7:1 7:4 7:17 209:7 209:25 214:12 Pressure 188:3 Positive

Pay

[7] 10:18 25:14 85:13 130:11 173:8 208:22 229:5

Prevent [1] 239:1

Previous

[26] 55:23 58:15 64:14 64:23 65:11 77:15 79:2 98:10 98:13 99:4 99:7 99: 9 99:22 99:24 100:2 100:13 100:14 100:19 100:24 106:20 121:24 123:12 128:19 134:7 154:1 173:6

Previously

[5] 23:11 103:25 119:9 180:21 193:1

Prime [1] 227:9 Principal

[7] 48:10 101:4 101:9 124:2 132:8 202:16 203:7

Print [3] 96:1 96:2 120:13 Printout [1] 97:21

Privy [2] 58:14 58:15 Problem

[14] 7:24 9:8 19:5 34:9 69:13 69:15 87:13 103:6 119:2 161:4 186:24 219: 7 226:25 240:25

Problems

[8] 6:2 72:6 72:9 78:4 190:2 219:4 226:6 226:8

Procedural [2] 18:19 51:13 Procedure [1] 214:19 Procedures [1] 52:25

Proceed [5] 18:2 18:7 18:25 94:18 94:20

Proceeding

[12] 28:13 75:14 94:21 135:11 136:13 137:17 140:16 161:21 165:9 178:3 180:23 215:18

Proceedings

[6] 1:7 4:20 91:5 241:11 242:9 242:12

Process

[24] 6:11 17:23 25:7 25:12 27:24 41:6 43:12 44:21 52:13 56:3 71:25 150:20 151:3 151:6 151:15 151:19 152:17 155:3 167:13 200:10 215:8 237:2 237: 6.240:6

Produce

[5] 15:21 182:16 201:4 217:25 223:21

Produced [1] 15:16 Producing [1] 14:15 Professional

[3] 24:21 242:6 242:19

Professors [1] 223:11

Profit

[3] 167:25 168:1 168:2

Progresses [1] 164:7 Prohibit [1] 239:21

Prohibited [1] 241:3 Prohibition

[1] 239:6 Promotional

[1] 35:24 Prompt [1] 219:21 Prompted

[1] 77:5 Prompts [2] 68:23 69:20

Proper

[11] 29:9 65:25 66:8 69:5 116:7 116:

16 148:16 163:22 170:18 177:14 177: 23

Properly [6] 19:4 81:5 164:21 165:1 165:4 169: 10

Propose [2] 86:5 92:6 Proposed [3] 35:21 35:22 87:5 Protect

[5] 8:18 15:15 237:20 237:22 237:23

Protected [1] 207:2 Protecting [1] 6:11

Protracted [1] 214:15

Prove

[4] 88:12 116:10 159:22 221:24 Proved

[1] 205:24 Proverbial [1] 227:23

Provide

[73] 16:20 25:13 30:9 36:15 36:16 40: 5 41:2 41:9 41:11 41:17 41:18 42:6 43:1 46:16 47:6 47:22 50:13 63:3 64: 19 67:1 67:13 67:15 80:16 82:25 86: 14 90:10 102:18 103:3 103:18 103:19 104:7 104:9 104:16 104:18 104:23 104:25 106:12 106:13 106:14 106:16 110:7 119:15 128:3 128:15 134:9 135: 7 135:7 159:13 182:20 183:12 183:14 183:18 188:10 188:12 202:11 203:2 203:5 203:10 203:12 205:17 206:2 206:7 211:22 212:18 213:8 213:24 214:3 216:14 219:14 220:8 222:2 227: 11 237:17

Provided

[90] 5:13 7:25 8:5 9:6 9:7 9:10 11:21 25:21 26:12 35:11 35:12 35:25 40:13 40:17 41:1 41:9 44:12 62:23 65:10 65: 23 67:14 73:25 77:4 77:16 79:18 81: 11 82:1 82:3 82:5 83:9 83:12 83:23 84:10 89:12 95:19 95:22 96:6 97:23 98:11 103:22 104:12 106:1 107:20 108:23 116:16 117:15 117:22 119:23 120:24 121:23 125:14 128:13 133:2 141:10 142:7 143:21 146:20 150:11 150:19 151:2 151:5 152:1 152:20 153: 15 153:20 154:6 154:9 155:14 157:23 167:12 168:9 170:8 195:1 198:20 202: 11 202:15 202:17 202:18 202:20 202: 21 202:24 202:25 203:12 203:18 203: 19 213:1 222:12 222:23 230:19 238:5

Provider [3] 25:25 183:2 183:9

Providers [1] 225:2 Provides

[7] 26:2 40:9 125:22 163:16 163:17 183:10 183:16

Providing

[22] 27:25 38:16 46:7 50:9 62:3 62:5 73:6 103:12 125:5 125:25 126:6 127: 5 127:9 127:24 163:10 170:1 186:19 186:20 205:25 220:2 235:1 238:3

Provisions [2] 103:15 220:6

Pry [1] 214:1 Public

[14] 1:1 1:9 18:24 24:2 24:23 24:25 31:14 49:7 74:14 207:1 214:4 230:9

242:6 242:18 PUC

[10] 25:3 26:6 115:16 118:14 185:23 190:3 195:19 237:9 237:16 237:18 Pull

[3] 86:5 156:19 202:3 Pulled [1] 79:3

Purchase **[1]** 204:10 Purple

[1] 130:14 Purpose [3] 30:22 84:23 162:7

Purposes [8] 26:24 28:8 29:15 31:4 73:2 73:19 93:25 213:16

Pursuant [3] 105:7 209:4 220:6

Pushing [1] 218:16 Put

[27] 11:7 12:11 19:23 19:24 29:7 83:1 83:19 84:24 85:7 86:10 87:4 87:10 87: 17 93:22 102:22 102:23 113:9 115:8 115:18 117:20 118:9 140:5 170:19 173:16 175:8 185:13 221:24

Putting

[7] 14:8 27:15 27:17 32:5 87:21 115: 20 116:8

Questionable [2] 229:20 232:1

Questioned [1] 139:12

Questioning [6] 26:9 33:25 89:20 91:1 98:20 173:

Questions

[47] 10:3 20:23 20:25 26:17 26:18 26: 20 27:12 30:4 30:20 31:1 31:20 34:20 36:21 38:13 60:2 60:5 66:11 70:22 72: 22 80:13 80:16 92:16 92:22 107:8 111:1 112:11 161:2 181:2 181:12 181: 18 190:14 190:15 190:21 191:10 191: 16 191:21 193:16 198:4 198:6 198:7 200:25 205:1 205:3 206:9 207:8 226:

11 236:23 Quick [1] 152:15 Quickly [1] 210:4 Quit [4] 7:2 7:19 8:7 127:23

Quite [6] 119:12 181:24 195:14 195:23 238:

18 239:17 Ouits [1] 125:5 Quoting [1] 46:13 Owest

[1] 230:23

R

Railroad [1] 25:24

Raise [1] 102:20 Raised

[2] 123:3 224:10 Ranchers

[2] 230:13 233:3 Range

[2] 187:19 216:6 Rape

[1] 27:10 Rate

[8] 27:21 130:10 147:13 187:2 187:7 188:6 188:6 193:1

Rates [3] 147:11 186:23 187:13 Rationing [1] 134:10

Reach [2] 69:7 80:7 Reached [1] 22:13

Reaches [3] 68:15 69:3 69:4 Reaching [2] 82:11 83:21

Read [23] 28:21 46:13 64:11 70:21 80:8 86: 6 109:11 162:14 173:1 173:10 179:3 179:20 182:24 199:5 217:18 228:20 229:2 229:6 229:7 229:8 229:11 229: 14 229:16

Reader [1] 229:5 Reading

[5] 26:10 31:18 130:12 180:8 229:18

Reads

[4] 89:4 173:3 179:22 183:1 Ready [5] 5:2 13:15 18:6 76:14 190:22

Real [2] 207:24 241:6

Realized [1] 168:20 Really

[9] 75:6 150:10 206:10 209:16 210:4 222:18 222:20 232:19 236:18

RealTel [2] 37:9 37:18 Reask [1] 62:1

Reason [8] 5:9 29:19 71:25 113:22 127:4 135: 5 148:23 214:2

Reasonable

[5] 19:14 20:12 85:21 209:16 219:5

Reasonably [1] 209:12 Reasons

[1] 51:2 Recalculate [2] 79:7 147:5 Receive

[7] 36:20 40:12 40:14 61:12 67:7 127: 15 187:3

Received

[120] 2:5 2:8 2:11 2:12 2:16 2:17 2: 19 2:20 2:22 2:23 2:24 3:3 3:6 3:14 3 15 3:17 3:18 3:20 3:24 4:6 4:8 4:11 4: 12 7:5 7:12 7:14 11:16 12:2 25:18 35: 8 36:6 36:7 37:3 38:1 38:8 38:10 40: 8 40:19 42:11 42:21 43:8 43:9 43:21 45:17 48:5 48:5 49:3 49:7 49:10 49: 16 51:23 53:4 53:12 54:1 54:2 54:13 55:14 55:22 56:2 56:11 56:24 61:2 61: 5 61:11 62:9 62:16 63:21 64:5 66:14 66:14 66:18 66:19 66:24 67:8 67:14 71:3 71:18 71:24 72:18 72:19 72:20

73:21 73:23 76:24 80:3 86:16 86:19 86:21 88:14 89:18 89:25 90:14 90:17 98:6 98:8 105:23 105:25 106:9 107:1 107:17 115:5 115:11 120:4 123:5 132: 17 132:19 134:15 134:21 137:9 146:3

146:14 150:9 150:23 153:21 164:5 166:9 166:15 203:22 210:17 238:17 Receives

[1] 40:4 Receiving [5] 156:6 187:1 226:24 227:22 232:18

Recent [1] 212:14

Recess [8] 32:11 32:24 33:17 75:13 140:1 160:11 191:7 228:14

Recessed [2] 8:21 191:9 Recognize [2] 21:15 167:7 Recollect [1] 31:3

Recollection

[14] 27:24 31:4 31:9 31:9 32:21 33:3 76:23 101:22 101:24 105:2 151:22 157:25 158:5 202:2

Recommend [4] 47:7 207:6 209:16 217:16

Recommendation [6] 47:10 145:10 151:13 151:25 152:2

Recommended

Word Index [2] 151:16 207:4 Reconcile [1] 79:9 Reconciliation [3] 108:11 123:16 127:19 Reconvene [2] 76:18 91:3 Record [87] 8:11 10:1 15:19 17:4 18:21 23:4 23:8 23:13 23:24 27:6 28:6 28:9 29: 15 29:22 32:5 32:15 33:8 33:14 34:13 38:21 42:13 45:24 54:9 74:14 74:16 76:2 76:7 86:6 86:11 87:5 92:10 93: 12 93:17 93:22 94:1 94:8 95:20 96:8 97:5 105:5 107:4 107:6 115:8 115:14 118:9 136:2 136:9 136:10 138:6 138: 15 139:3 139:5 139:17 139:22 140:13 145:13 159:19 159:19 161:16 163:22 170:17 171:2 171:4 171:7 171:10 171: 14 177:23 179:15 179:19 181:9 190: 18 190:19 191:5 191:6 193:8 193:12 202:4 208:25 209:15 213:3 228:18 228:25 229:9 229:11 235:8 235:8 235: 10 Recorded [17] 40:19 101:7 101:9 106:17 106:18 129:15 130:15 130:20 131:2 131:4 131:8 134:5 143:24 164:1 164:25 165: 2 165:5 Recording [1] 163:23 Recordkeeping [1] 118:19 Records [5] 201:4 201:6 218:1 223:22 233:22 Recover [3] 122:23 194:22 195:5 Recross [1] 2:2 Red [4] 77:9 131:19 144:4 144:5 Redirect [5] 2:2 191:17 198:15 206:9 206:12 Reduce [3] 46:5 46:11 132:11 Reduced [8] 78:8 78:8 99:23 99:23 100:25 101: 13 102:1 187:2 Reducing [1] 99:22 Refer [8] 45:8 77:8 119:20 127:2 156:10 203:24 205:9 224:22 Reference [10] 30:13 30:14 44:7 108:7 143:16 143:17 152:11 156:18 157:21 167:17 Referenced [2] 79:14 120:16 References [1] 145:18 Referencing [1] 147:19 Referred [4] 45:6 92:18 99:17 122:13 Referring [10] 30:4 56:15 71:2 143:17 164:14 164:20 166:2 194:24 200:12 202:8 Refers [3] 36:12 45:7 216:17 Refresh

[1] 80:16 Refused [1] 217:7 Refuses [1] 216:18 Refute [1] 22:25 Refuting [1] 87:11 Regard [3] 35:14 60:6 79:1 Regarding [13] 41:14 41:18 95:4 101:25 104:19 107:5 117:10 117:14 119:5 150:2 212: 20 213:22 233:21 Regardless [1] 123:22 Regards [20] 6:17 9:5 11:13 16:11 16:21 17:20 20:2 23:10 34:1 65:24 69:16 70:16 88: 20 107:8 110:23 115:1 116:7 116:14 193.10 226.9 Registered [2] 242:5 242:19 Regular [2] 232:9 232:10 Regularly [1] 60:3 Regulate [2] 26:6 231:16 Regulation [2] 25:4 216:19 Regulatory [1] 40:22 Rehabilitated **[1]** 221:25 Reiterate [2] 107:4 110:21 Reiterated [1] 129:24 Reject [1] 69:18 Relate [2] 192:13 198:9 Related [2] 189:25 190:1 Relates [3] 30:5 30:6 163:2 Relatively [1] 215:12 Relay [1] 65:16 Release [6] 12:17 218:22 219:14 223:22 233: 25 234:12 Released [6] 12:21 12:22 12:23 12:24 218:25 223:24 Relevancy [4] 38:21 39:1 156:21 175:23 Relevant [1] 156:22 Reliability [4] 9:17 86:18 86:24 87:2 Reliable [1] 87:3 Relied [3] 145:9 238:7 238:8 Relief [10] 32:21 33:2 34:7 34:10 80:22 97: [2] 235:6 235:10 Relies [1] 179:24 Relieve [1] 103:18 Rely [1] 116:18 Remain [1] 239:23 Remaining [2] 40:20 184:17 Remains

[1] 140:9 Remember [11] 21:18 31:4 99:25 102:3 129:7 129:10 138:3 138:11 154:25 155:1 198:18 Remind [4] 8:11 10:10 56:6 97:11 Remiss [1] 18:13 Remotely [1] 209:20 Removal [1] 9:1 Removed [1] 126:3 Repaid [1] 183:11 Repay [2] 127:5 127:10 Repeat [13] 41:16 56:17 74:19 109:23 112:14 119:13 122:9 123:11 145:19 159:24 164:17 176:20 240:22 Rephrase [8] 46:3 63:2 72:12 95:6 113:10 134: 13 185:2 193:14 Rephrased [1] 63:1 Reply [2] 60:20 68:9 Reported [**26**] 1:22 19:25 98:23 98:24 98:25 99: 1 99:13 99:19 100:2 100:10 100:17 101:3 144:15 144:17 146:9 148:7 150: 5 152:18 152:19 153:12 153:17 153: 18 155:16 169:13 172:7 189:8 Reporter [8] 64:10 173:3 179:22 183:1 228:19 242:6 242:9 242:19 Reporter's **[1]** 140:7 Reporting [1] 104:15 Reports [2] 39:18 169:13 Represent [4] 7:8 129:13 131:14 131:19 Representatives [1] 238:1 Representing [3] 17:22 22:20 76:12 Represents [5] 129:15 130:5 130:14 130:19 132:5 [57] 2:6 2:9 2:14 3:7 3:9 3:10 3:12 7: 5 11:7 14:22 16:4 16:8 18:3 18:22 19: 14 19:21 32:4 33:10 36:13 36:14 36: 18 37:4 37:7 37:23 37:25 38:14 43:6 43:13 44:1 44:10 44:20 50:16 52:12 59:20 59:22 59:23 59:25 60:21 61:1 61:6 63:13 77:5 87:25 105:5 110:22 115:7 117:3 150:2 166:9 166:19 203: 17 212:19 214:5 214:9 226:9 226:13 226:18 Requested [16] 16:20 18:8 19:15 43:23 62:4 64: 14 64:25 115:9 115:9 166:22 184:9 184:10 201:8 212:25 220:22 233:25 Requesting [5] 6:13 15:14 64:16 184:7 228:1 Requests [20] 21:4 60:5 61:13 62:4 62:18 62:20 63:5 64:14 78:21 79:13 200:2 200:6 213:11 213:15 213:15 213:22 232:4 232:5 232:6 235:21 Require [4] 186:11 205:20 205:22 206:2 Required [7] 54:24 67:1 182:12 183:4 192:8 198:19 211:6

Requirement

3 192:4 192:8 197:23 199:1

Requirements [13] 42:3 49:23 49:24 50:2 50:4 50:10 50:14 50:22 51:1 51:6 51:9 104:15 184:23 Requires [1] 30:4 Requiring [2] 185:12 217:25 Resale [1] 26:4 Researched [2] 16:23 226:14 Residents [1] 224:9 Resist [1] 117:25 Resolve [1] 219:12 Respect [**20**] 13:25 14:1 15:13 162:25 169:3 177:10 179:6 180:15 211:24 212:1 212:2 212:2 212:3 212:4 212:10 212: 13 212:22 216:9 218:14 228:23 Respectable [1] 15:12 Respectfully [3] 6:13 15:14 228:1 Respond [4] 11:12 63:4 68:23 84:1 Responding [2] 50:2 155:19 Response [33] 2:8 2:11 3:13 3:15 3:16 8:10 36: 18 37:14 37:25 38:14 39:10 39:11 43: 8 46:9 60:18 60:18 60:25 61:6 61:13 61:24 67:15 68:19 70:11 72:22 73:5 80:23 80:24 116:24 145:24 150:7 166: 9 171:23 199:23 Responses [1] 64:15 Responsibility [3] 16:3 228:7 237:22 Rest [3] 30:21 34:22 111:2 Restate [4] 78:10 150:18 182:23 200:14 Restitution [5] 221:21 231:4 231:10 235:14 239: Restrict [1] 103:11 Result [1] 69:25 Resume [2] 33:16 33:24 Retain [1] 7:10 Retained [8] 5:17 11:8 11:19 11:23 13:14 164: 16 164:23 165:5 Retaining [1] 12:9 Return [1] 67:13 Reveal [2] 57:20 58:11 Revealed [1] 219:3 Revenue [83] 40:15 40:18 40:20 40:21 40:23 40:24 41:4 41:22 44:12 46:8 48:16 54: 25 77:11 77:13 77:17 77:23 79:4 79:7 79:10 99:8 99:23 100:14 103:21 124: 8 126:3 127:6 127:7 127:12 143:14 144:3 144:23 145:2 145:22 145:23 145:25 146:8 146:21 147:20 147:23 147:25 148:2 148:8 152:18 153:13 153:18 153:22 154:3 154:7 154:11 162:10 163:2 163:9 163:19 163:19 163:20 163:22 163:23 164:1 164:6 164:9 164:9 164:11 164:12 164:20 [10] 50:6 78:7 104:2 104:6 123:9 183: 164:25 169:5 169:11 169:14 169:17 169:23 169:25 170:2 172:6 172:10

14 129:8 157:25 158:4 202:1

[4] 40:6 41:2 127:8 127:11

Refreshes

Refunded

[1] 34:9

Refund

[1] 127:16

[1] 214:15

Refuse

Refusal

Refusals

[2] 213:8 214:9

Word Indox

Word Index			
172:16 174:11 175:4 176:7 176:17	3:3 3:13 3:15 3:16 3:19 3:23 4:6 4:10	[3] 3:15 60:18 60:25	[1] 49:15
176:25 177:15 177:23 192:17 Revenues	4:12 4:17 5:13 17:13 17:13 17:14 17:	S11C	S8A
[1] 206:16	15 22:5 22:6 22:15 22:18 22:20 23:1 25:8 25:11 25:14 25:14 25:21 25:22	[2] 3:16 61:3	[3] 2:20 49:4 49:6
Review	25:24 26:2 28:20 35:11 35:14 36:15	S12 [4] 3:18 62:6 62:8 62:15	S8B
[22] 6:5 6:14 9:18 11:1 18:12 20:20	37:6 37:8 37:10 37:15 37:19 38:15 38: 24 39:6 39:18 40:10 40:11 41:6 41:10	S13	[4] 2:21 51:20 51:22 53:16 S8C
29:22 34:14 38:25 60:6 80:8 82:16 87: 15 93:2 93:7 93:10 94:17 115:12 115:	41:13 41:17 41:20 41:22 42:5 42:23	[7] 3:19 63:19 63:21 64:4 65:12 82:2	[5] 2:23 53:3 53:4 53:11 53:13
23 116:21 153:21 229:12	44:12 44:16 45:19 46:9 46:15 46:24	120:4 S14	S8D
Reviewed	47:4 47:14 47:22 48:3 51:22 52:21 56: 1 56:4 56:6 58:14 60:6 61:15 61:21	[15] 65:6 65:8 65:18 65:22 65:24 80:	[3] 2:24 53:24 54:6
[7] 57:19 133:18 135:10 137:1 159:2 229:8 230:3	62:3 62:5 62:11 62:17 62:19 63:6 64:	21 80:23 83:6 88:18 88:24 89:2 95:5	S9 [1] 78:23
Reviewing	14 64:23 65:16 66:18 66:19 67:1 68: 23 70:24 71:18 72:1 72:2 72:8 73:7	95:7 95:8 97:5	59A
[3] 5:12 77:8 229:10	73:25 74:10 74:14 74:19 77:15 77:15	S14.1 [1] 96:13	[18] 3:3 54:10 54:12 54:12 54:22 54:
Reviews	78:6 79:3 79:12 79:22 80:11 81:6 81:	S14A	23 55:3 55:9 55:11 56:15 56:16 56:18 57:3 57:5 76:22 76:25 131:24 132:1
[1] 230:1 Revised	11 82:1 82:11 82:20 83:19 83:23 84: 24 85:2 88:6 88:13 89:7 89:12 90:3	[6] 3:21 96:14 96:15 96:16 96:17 96:	S9B
[1] 63:23	90:8 94:7 94:15 95:19 95:22 96:6 97:	24	[3] 3:4 54:18 54:21
Revisit	23 98:11 99:3 100:17 101:3 101:3	S14B [6] 3:22 96:18 96:21 96:25 97:3 97:7	S9C
[2] 101:22 218:14	102:6 102:17 102:18 103:1 103:3 103: 5 103:9 103:16 103:19 104:7 104:13	S15	[5] 3:6 54:18 54:19 54:21 55:7
Revocation	1 104:16 104:23 104:24 106:12 107:20	[6] 3:23 66:12 66:12 66:13 66:21 66:	Safe [1] 234:11
[6] 12:16 16:15 16:16 20:1 220:9 223:	108:12 108:23 109:16 109:25 110:8 116:15 116:15 117:1 117:6 117:10	23	Sahr
Revoke	117:11 117:14 117:15 117:19 118:4	S16A [10] 3:25 68:5 68:6 68:14 69:3 70:5	[67] 1:10 10:2 10:5 10:13 13:9 13:12
[2] 85:15 233:15	119:15 119:23 120:21 120:24 121:7	70:8 70:11 70:13 70:16	16:2 16:20 17:24 18:17 20:21 30:24
Revoked	121:22 121:24 122:4 123:20 124:5 124:12 124:14 124:15 124:19 125:1	S16B	33:1 33:7 52:3 52:7 86:23 94:10 112: 3 115:6 138:7 138:14 138:22 139:4
[1] 208:21 Rib	125:5 125:11 125:13 125:14 125:17	[8] 4:2 68:7 68:14 69:3 69:16 70:4 70:	139:21 159:25 160:4 160:8 160:14
[1] 227:9	125:21 125:21 125:25 126:5 126:6	9 70:23 S16C	161:15 173:1 173:4 173:11 173:23 175:25 179:17 179:23 180:2 180:6
Rich	126:10 126:22 126:22 127:3 127:4 127:6 127:9 127:18 127:23 128:3 128:	[6] 4:4 68:9 68:14 69:3 70:9 71:5	1 190:17 190:20 190:25 191:4 191:22
[4] 45:5 48:10 54:16 227:9	13 130:14 130:19 131:1 131:8 131:14	S17	192:6 192:11 192:19 193:13 201:2
Right-hand	132:8 132:14 132:17 133:5 134:11	[5] 4:6 71:10 71:11 71:12 71:23	201:11 201:16 201:20 201:24 203:1 203:5 203:11 203:16 203:22 204:6
[3] 65:14 120:11 143:10 Rights	134:18 134:25 135:6 137:2 137:9 141: 10 141:14 142:3 143:21 144:5 144:17	S18A	204:25 225:16 228:11 228:15 229:1
[4] 8:18 10:1 15:15 139:16	144:25 145:24 146:20 147:18 149:21	[4] 4:7 72:16 72:18 73:4 S18B	230:1 230:2 238:25
Rise	149:23 150:11 150:23 151:2 151:5	[3] 4:9 72:20 73:4	Sahr's
[1] 142:16	152:17 154:6 154:17 155:3 155:14 157:24 162:14 163:6 163:8 163:15	S19	[1] 226:13 Sake
Risk [2] 123:20 202:17	163:17 164:5 166:9 166:10 166:16	[16] 4:10 72:15 73:10 73:12 73:20 97:	[1] 158:5
Rislov	167:12 167:21 167:22 169:25 170:8 172:6 174:22 174:25 183:19 183:21	13 97:15 97:16 98:3 107:1 107:17 107:18 120:3 129:7 142:2 156:10	Sale
[1] 1:14	184:11 184:14 184:20 184:24 185:11	S20	[2] 157:9 186:9
Road	185:15 185:19 186:1 186:8 186:11	[13] 4:12 105:17 105:23 106:4 106:6	Sales [13] 127:2 127:3 127:8 127:12 127:13
[4] 40:1 67:18 67:19 152:4 Robert	187:1 187:20 187:24 188:4 188:6 188: 10 189:7 189:15 189:18 190:2 192:3	106:8 118:19 118:23 129:24 156:18 157:24 158:11 158:23	183:23 186:14 189:12 189:15 189:18
[2] 1:10 166:6	192:21 194:12 195:15 195:17 195:18	S21	199:19 215:21 215:22
Rolayne	198:8 198:19 200:2 200:15 201:4 202: 11 206:20 206:21 206:22 207:1 209:2	[18] 4:13 101:19 106:25 107:5 107:24	Sam's [1] 182:8
[2] 1:12 32:12	213:23 217:25 218:22 219:6 219:14	107:25 108:4 110:17 111:5 112:21 112:22 113:1 118:7 118:21 119:5 129:	Sample
Room	221:14 223:14 225:14 227:15 227:18	24 134:1 153:5	[1] 114:10
[16] 4:22 33:13 75:7 76:3 112:5 136:4 138:3 138:3 138:7 138:11 138:20 140:	227:18 230:10 230:20 231:12 231:16 233:16 233:25 234:6 237:7 238:1	S22	Sannes
4 191:20 228:17 228:21 230:4	S&S's	[9] 4:14 113:1 128:10 129:21 156:18	[207] 5:6 5:9 8:9 10:3 10:5 10:9 11: 12 13:11 13:24 16:9 18:9 19:1 21:1
Rose	[69] 21:3 22:24 25:12 25:20 25:23 35:	157:23 158:11 158:12 158:12	23:4 26:8 27:3 28:4 28:5 29:12 31:17
[1] 142:17	10 35:18 35:21 36:7 36:18 42:12 44: 11 46:7 46:16 48:12 48:15 49:18 52:	[14] 4:15 113:2 137:12 137:15 141:2	32:7 33:2 33:10 34:1 34:6 34:21 36:3
Roughly [2] 148:10 149:8	14 54:23 60:18 60:25 63:4 65:10 68:9	141:4 141:4 141:18 143:15 146:16	37:1 38:4 38:19 39:21 42:17 43:16 45: 13 45:22 46:25 48:25 49:14 49:25 50:
Round	71:15 72:19 73:5 76:5 79:17 81:1 82:	146:24 155:9 155:10 155:11 S24	23 51:11 52:2 53:10 54:5 55:5 57:7
[1] 147:4	8 82:9 82:10 85:1 87:6 89:9 90:15 97: 16 103:18 104:15 108:15 120:20 121:	[8] 4:16 4:25 16:1 107:5 110:24 112:	57:14 58:5 58:18 59:7 60:13 61:9 61:
Row	3 123:17 126:24 127:3 128:21 130:12	22 113:2 152:8	18 62:14 62:21 63:16 64:3 64:8 65:21 66:22 68:13 69:2 69:8 70:14 71:22 72:
[2] 146:6 146:7 RPR	132:21 142:7 143:22 147:24 148:6	S25	7 72:11 73:1 73:18 74:5 74:11 74:15
[1] 1:22	148:7 148:12 149:13 149:13 174:20 175:1 179:6 180:16 198:25 204:17	[1] 175:16 S2A	76:7 81:4 81:17 82:7 83:8 84:1 85:9 85:12 86:12 86:13 87:13 88:16 88:19
Rule	206:16 207:3 213:11 222:4 222:10	[6] 2:6 36:11 36:12 36:25 37:2 37:5	89:19 92:2 92:4 92:6 92:7 92:23 93:6
[4] 17:11 28:2 35:15 216:18	239:12	S2B	93:9 93:24 94:6 94:13 94:19 97:3 97:
Rules	S-E-N-G-E-R [1] 23:25	[7] 2:8 36:11 36:18 36:25 37:2 38:9	4 98:18 105:9 105:20 106:7 107:3 107:16 109:1 109:4 109:10 109:18
[13] 6:2 10:7 19:6 31:2 92:25 117:5 185:22 209:3 220:5 220:8 231:15 232:	S1	38:9 S3A	110:20 111:4 111:9 111:12 111:15
11 235:22	[9] 2:5 4:25 35:4 36:4 36:5 129:2 167:	[5] 2:9 37:21 37:23 38:6 38:7	111:19 111:23 112:10 112:14 112:16
Run	21 168:10 224:23	S3B	112:21 113:4 113:7 113:16 113:20 114:1 114:6 114:14 114:20 114:25
[3] 30:10 152:15 232:11 Run-through	S10A [8] 3:7 59:18 59:20 60:12 60:14 78:23	[7] 2:11 37:22 37:25 38:6 38:7 145:23	118:1 118:8 119:4 119:8 121:8 129:
[1] 152:15	79:15 80:9	150:2 S4	23 134:12 136:1 138:5 138:12 138:18
Running	S10B	[6] 2:12 42:9 42:11 42:19 42:20 42:22	138:24 139:7 139:14 140:2 141:20 145:3 152:3 152:21 153:5 153:11 154:
[2] 182:2 234:8	[3] 3:9 59:21 78:23	S5A	20 155:12 155:18 156:20 159:5 159:
Russ	S10C [3] 3:10 59:23 78:23	[4] 2:14 43:4 43:6 43:17	18 160:18 161:4 161:9 161:18 168:17
[1] 11:19 Russell	[3] 3:10 39:23 78:23 S10D	S5B	170:16 171:17 172:19 173:5 173:9 173:13 174:3 175:17 175:22 177:6
[3] 72:18 102:11 105:23	[3] 3:12 59:25 78:23	[8] 2:15 43:4 43:7 43:17 146:6 149:19 149:25 150:1	179:9 179:12 179:24 179:25 180:4
	_sii	S6	181:4 181:5 181:11 182:24 186:2 190: 13 191:25 192:20 193:7 204:3 204:19
S	[1] 62:18 S11A	[5] 2:17 44:24 45:1 45:15 45:16	204:23 206:17 207:12 207:13 207:19
S&S	[3] 3:13 60:16 61:10	\$7 [4] 2:18 48:1 48:3 49:2	207:20 208:3 208:12 208:21 218:23 219:11 223:8 223:9 228:16 228:17
[314] 1:4 2:5 2:8 2:11 2:12 2:15 2:18	S11B	[4] 2:16 46:1 46:3 49:2 S8	228:23 229:13 231:1 234:1 235:12
		1,	

Sannesis 202:7 207:15 212:23 213:9 11 77:5 82:21 84:23 162:19 165:7 Sold 166:1 172:2 172:9 208:1 231:3 231:6 [1] 201:25 Senger's [4] 156:24 157:16 183:23 199:18 233:18 236:19 239:18 Satisfied [3] 68:22 95:18 229:2 Someone [3] 104:2 104:5 104:6 Showed Sense [2] 17:18 47:18 [2] 194:17 207:1 [2] 20:10 139:24 Satisfies Sometime [1] 97:18 Sent Showing [1] 104:14 [3] 166:4 207:1 231:1 Saturday [13] 36:13 37:24 51:22 52:6 54:13 65: Sometimes [1] 201:5 13 71:12 72:21 79:14 79:16 82:14 88: Shown [5] 32:1 223:12 225:9 225:9 240:9 13 104:4 [2] 69:3 231:9 Saw Somewhere Sentence [4] 123:4 123:5 240:10 240:10 Shows [3] 35:17 151:7 227:24 [1] 228:4 [4] 20:23 168:1 199:6 209:24 SB5 Soon Sentiments [1] 149:24 Sic [2] 29:20 37:8 Scenario [1] 206:22 [1] 81:16 Sorry Separate Sickness [4] 185:15 187:3 188:8 188:18 [19] 56:17 61:22 72:16 81:8 101:16 [4] 211:10 214:8 214:11 215:23 Schedule [1] 72:2 120:19 123:11 132:23 136:10 139:18 September Side [2] 69:24 225:7 152:23 155:18 155:24 168:21 176:20 [12] 42:11 43:7 49:8 59:24 60:1 61:2 Scheduled [12] 17:12 65:14 95:16 120:12 121:17 181:7 203:16 223:13 225:19 61:3 61:5 61:5 62:9 185:3 192:1 142:15 143:9 143:10 152:12 222:4 [3] 7:6 21:5 21:7 Sort Sequestered 222:4 234:11 [4] 41:9 42:6 174:1 209:22 School [2] 162:11 192:20 Sides [3] 13:10 13:14 223:11 Sorted Series [1] 15:10 Scrambling [1] 142:14 [6] 36:21 62:18 68:22 69:20 159:3 Signed [1] 210:20 Sorts 159.9 [17] 37:24 43:6 45:4 48:6 48:9 53:5 Script [1] 103:13 54:13 54:16 60:19 61:1 61:4 132:7 Serious [20] 4:18 26:10 26:11 26:12 27:4 27:5 Sought 142:17 164:3 174:22 174:25 202:13 [1] 18:23 27:12 27:13 28:11 28:12 29:17 29:24 [1] 154:18 Serve Significance 30:1 31:19 33:5 34:8 34:10 34:14 34: Sound [1] 38:11 [2] 30:23 217:12 17 92:24 [1] 221:24 Significant Scripted Served Sources [6] 176:18 176:25 177:5 206:15 222: [1] 21:3 [1] 31:12 [1] 152:13 15 222:17 Service Scripting South Signing [1] 26:13 [44] 25:13 26:3 38:16 40:4 40:5 40:7 [43] 1:2 4:21 4:23 18:24 19:19 24:2 [1] 180:13 40:9 40:13 40:16 40:25 41:2 41:11 47: SDCL 24:5 24:16 24:19 24:24 25:1 25:24 32: 22 103:19 103:23 124:13 124:19 125: Simple 19 49:7 103:24 150:6 170:14 175:4 182:6 182:13 182:20 183:4 183:10 [2] 209:4 213:9 1 125:6 125:9 125:25 126:6 127:4 [2] 119:19 183:22 Second 127:5 127:10 127:14 127:15 128:3 Simply 184:16 196:14 197:15 202:23 205:8 [29] 27:8 45:2 53:6 54:14 59:21 60:21 163:11 163:16 163:18 170:1 183:2 [3] 28:18 108:17 237:11 70:23 89:4 99:10 99:11 105:21 108: 214:4 220:3 224:9 224:10 224:20 227: 183:10 186:20 186:21 203:3 204:13 10 108:11 115:24 116:12 119:17 121: Single 12 230:9 234:20 235:2 238:2 238:7 206:1 220:3 224:24 225:2 227:12 227: 13 122:16 123:14 123:15 127:19 132: [1] 13:21 238:9 242:1 242:7 242:13 18 15 142:11 160:14 203:23 210:13 235: Speaking Sioux Services 24 235:24 238:24 [1] 17:24 [1] 162:12 [17] 26:1 26:1 41:8 46:16 103:12 103: Seconding Speaks Sit 24 127:24 158:24 177:25 182:15 183: [1] 237:15 [3] 51:15 62:25 159:19 9 199:18 222:2 223:1 230:19 235:2 [2] 223:13 238:16 Section 235:18 Sitting Special [6] 164:22 216:16 216:20 217:8 217: Serving [1] 162:19 [2] 84:16 154:14 11 217:13 Specialties [1] 156:15 Situated Sections Session [1] 7:7 [1] 53:19 [1] 216:24 [5] 33:9 58:25 160:1 160:9 228:12 Situation Specialties' Secure [1] 52:23 [11] 9:20 18:22 179:6 193:5 220:10 Set [1] 127:22 222:24 223:14 225:13 225:14 236:21 Specific [6] 10:8 10:17 62:17 175:7 176:5 187: Security [4] 41:10 42:7 179:7 180:16 239:1 [9] 13:5 17:2 22:16 50:1 50:6 77:21 Six 171:19 173:25 218:4 Several See [14] 65:15 98:14 99:20 101:20 101:23 [4] 21:13 77:8 77:9 230:21 Specifically [24] 8:22 10:21 10:22 10:23 13:14 27: 102:3 120:11 129:10 133:13 159:2 [6] 16:1 23:10 57:15 138:6 138:8 173: Severely 25 29:8 29:11 30:17 38:13 39:1 63:24 159:21 162:16 203:6 212:6 [1] 217:21 70:22 92:5 92:6 93:5 139:11 152:12 Six-month Specifies Shall. 167:15 169:12 174:10 209:15 226:10 **[1]** 168:20 [2] 216:24 218:9 [1] 218:7 235:8 Sixth Speculate Share Seeing [1] 101:15 [1] 213:2 [1] 239:11 [1] 230:15 Skills Speculation Sheer Seeking [1] 58:3 [11] 9:15 13:6 47:2 72:8 116:4 116:13 [1] 209:19 [3] 41:25 90:11 218:10 121:8 172:23 174:4 174:5 193:9 Slim Sheet Seem [1] 115:12 Speed [11] 48:4 67:2 79:5 81:10 108:5 130:5 [1] 77:10 Small [2] 97:14 115:13 164:15 164:21 164:22 164:25 167:23 Segment [4] 20:19 230:14 230:22 233:2 Spell Sheets [1] 228:20 Smith [1] 23:23 [6] 84:22 108:4 128:18 141:5 158:13 Sell [69] 1:13 32:10 32:16 63:13 105:24 Spelled 172:22 [12] 40:11 103:23 156:17 158:24 183: 160:24 161:1 161:6 161:13 162:3 162: [1] 23:25 Short 5 183:10 196:3 196:5 196:7 196:14 7 162:18 162:21 162:24 163:21 164: [13] 8:10 12:9 32:10 32:24 33:17 75:2 Spend 13 164:19 165:1 165:4 165:7 166:1 196:15 197:14 [2] 80:8 112:17 75:13 139:20 140:1 160:11 181:6 181: Selling 166:14 166:19 166:23 167:1 167:6 18 228:14 Spent [5] 182:15 205:11 210:10 210:13 235: 167:14 167:18 168:2 168:6 168:13 Shortage [7] 13:2 111:5 111:24 112:7 113:2 168:19 169:1 169:15 169:19 170:4 [1] 150:22 115:4 115:21 170:9 170:11 170:21 171:9 171:13 Sells Shortened Sphere 171:23 171:24 172:15 174:7 174:13 [3] 47:14 182:18 196:25 174:16 175:6 175:11 175:14 176:3 [2] 200:19 200:22 [2] 8:23 236:4 Send Shortening 176:13 176:22 177:4 177:7 177:17 Spirit [3] 11:10 89:6 184:15 177:24 179:1 179:10 179:14 180:11 **[1]** 100:12 [1] 44:20 Sending 180:20 180:25 204:1 206:10 206:13 Spread Shorter [3] 67:6 71:9 200:10 207:7 207:23 216:3 [5] 100:2 131:2 131:4 144:16 144:16 [1] 79:5 Senger Snowball Shorthand Spreadsheet [22] 1:15 2:3 10:19 23:15 23:16 23:25 [1] 227:23 [2] 242:9 242:9 [12] 3:22 79:5 79:6 84:17 89:5 89:7 31:2 32:4 32:8 32:9 33:19 50:13 69: Society Show 89:8 89:9 96:24 97:21 119:24 121:14

[2] 25:2 240:19

[20] 5:16 5:21 22:22 56:13 56:20 63:

14 75:1 84:13 86:25 97:11 191:24

Spur

[1] 31:8 [10] 46:2 46:21 49:22 50:21 67:5 132: Square 7 145:25 151:17 173:15 214:7 [1] 73:22 Stating Squeeze [7] 20:7 29:3 47:8 51:15 52:24 194:21 [2] 226:4 226:5 195:4 SS Statute [1] 242:2 [3] 213:7 213:13 216:22 Staff Statutes [142] 1:12 2:6 2:9 2:14 3:4 3:7 3:9 3: [8] 32:17 32:18 32:19 32:23 32:25 10 3:12 3:21 4:13 4:14 4:15 4:16 5:1 216:10 216:12 217:18 5:4 5:13 5:24 6:17 6:21 6:24 9:3 9:7 Statutory 9:12 9:15 10:10 11:7 11:9 11:15 11: [1] 10:7 22 11:25 12:11 12:19 12:22 13:1 13:3 Staying 13:17 13:22 13:25 14:13 14:15 14:17 14:20 15:13 15:23 16:12 17:2 18:6 18: [1] 139:1 Stems 23 19:9 19:19 20:16 21:4 22:4 22:17 23:2 27:4 27:25 36:12 39:23 41:6 41: [1] 237:19 21 42:4 42:5 43:13 44:18 45:6 45:7 Step 52:16 56:13 57:1 63:6 63:11 64:13 64: [5] 18:19 46:22 159:10 210:6 236:13 16 68:8 68:16 68:23 68:25 69:9 69:14 Stepped 79:17 79:24 79:25 80:11 82:19 82:20 [4] 225:5 228:16 229:6 230:4 83:20 83:24 84:24 85:23 86:9 88:6 88: Stepping 13 90:11 93:17 103:5 104:14 105:7 **[1]** 136:4 106:23 108:12 113:24 114:10 114:16 Steps 114:18 115:18 115:20 117:12 117:17 118:10 122:7 123:17 123:24 125:17 [6] 103:14 103:17 104:10 108:5 119: 21 174:17 126:4 126:8 126:10 126:24 127:13 Still 134:17 134:24 134:25 135:8 150:11 [25] 15:19 34:4 58:23 72:23 87:25 93: 151:22 151:25 152:1 154:2 154:10 10 95:4 97:12 104:8 106:11 124:13 173:17 181:1 184:9 184:23 185:19 124:25 156:21 174:4 175:22 186:18 185:22 207:16 209:5 212:19 214:3 186:19 186:19 186:20 186:21 198:14 214:23 216:10 218:8 219:8 219:10 222:14 237:3 Staff's Stipulate [13] 6:9 81:14 84:24 88:14 89:10 95: 16 121:2 125:23 126:23 127:18 153: [2] 161:9 204:3 21 159:7 222:19 Stood Stamp [1] 225:19 [2] 43:8 55:13 Stop Stand [3] 91:1 181:14 235:18 [6] 30:18 92:25 93:1 173:10 223:12 Stops [1] 125:25 Standard Story [2] 19:7 210:1 [2] 15:11 26:25 Straight Standby [1] 62:10 [2] 139:5 214:16 Standing Strange [3] 34:12 119:4 228:6 [1] 18:5 Standpoint Strategy [8] 40:22 193:3 236:10 236:13 237:4 [3] 14:4 15:5 18:6 237:16 237:21 238:16 Stretch Star [2] 11:5 233:10 [1] 53:13 Stricken Start [3] 26:14 38:20 170:17 [7] 21:11 87:21 139:25 142:14 152:22 Strictly 153:10 191:23 [1] 31:18 Started Strong [4] 24:15 156:2 163:10 240:6 [1] 238:18 Starting Strongly [6] 58:6 67:10 98:19 158:17 184:3 [2] 7:20 7:20 185:15 Struggled [1] 227:11 [47] 1:2 4:21 8:10 17:12 17:16 17:17 Stuff 17:18 21:10 23:23 24:3 24:8 24:15 24 [7] 8:3 74:25 82:12 95:16 123:10 145: 24 51:5 83:16 88:2 115:1 117:11 122: 12 187:1 24 122:25 123:10 148:6 152:10 159: 18 167:1 167:8 180:15 184:16 185:20 Style 191:10 209:3 210:16 215:22 219:2 219:11 220:5 222:2 222:16 223:2 224: [2] 224:12 224:13 Subject 5 224:20 225:3 225:6 232:10 236:11 [2] 52:25 68:15 242:1 242:7 Submit State's [9] 12:1 22:17 49:22 50:19 50:21 51:8 [1] 88:14 54:25 84:15 115:14 Statement Submits [24] 45:24 104:25 166:10 167:23 168: [1] 50:16 1 168:20 169:9 169:13 169:17 170:3 Submitted 170:6 173:20 176:8 176:23 177:2 177: [18] 35:22 35:23 42:22 44:23 48:3 48: 9 195:14 195:15 195:17 206:4 207:22 17 52:21 64:23 97:20 103:25 142:4 213:25 232:17 232:24 146:3 153:24 167:21 167:22 189:21 Statements 195:18 195:19 [25] 35:18 61:13 106:15 117:10 117: Subsequent 14 117:15 166:16 166:20 167:12 167: [1] 221:1 22 167:23 168:8 168:12 168:24 176:

Subtracts [1] 125:21 Succinctly [1] 208:2 Suffer [1] 104:11 Suffering [1] 117:1 Sufficient [3] 209:24 217:8 217:12 Sufficiently [1] 209:6 Suggest [1] 235:12 Suggested [1] 32:23 Sum [1] 41:7 Summarizes [1] 108:10 Summarizing [2] 141:5 208:6 Summary [3] 4:14 4:15 128:15 Sumption [32] 5:13 6:24 25:23 36:14 37:24 42:5 43:7 45:2 52:15 52:20 52:23 53:5 56: 4 56:8 56:22 59:21 59:22 59:24 59:25 65:9 78:18 80:24 89:2 102:9 105:24 181:20 181:24 182:2 185:11 186:13 220:1 234:25 Sumption's [1] 159:22 Supplement [3] 82:5 84:21 132:20 Supplemental [3] 36:15 153:25 154:2 Supplemented [1] 132:25 Supplied [1] 35:14 Supply [1] 50:17 Support [7] 68:21 84:13 116:16 208:24 208:25 215:3 233:9 Supported [1] 169:6 Suppose [1] 209:21 Supposed [3] 123:9 192:14 192:15 Supposedly [2] 53:16 134:16 Surprise [1] 13:23 Surprised [1] 205:13 Suspended [1] 208:21 Suspicion [1] 222:8 Sustain [2] 160:12 172:24 Sustained [2] 155:23 160:17 Swearingen [20] 21:22 22:2 22:10 25:23 63:22 66: 14 67:9 68:7 68:10 69:13 69:15 70:12 71:6 71:6 71:13 78:19 102:9 105:25 220:2 235:1 Swing [1] 67:11 Switch [1] 222:4 Switches [1] 226:21 Switching [2] 187:22 188:7

Subtracting

[1] 126:1

Sworn [1] 23:17 Systems [2] 24:12 226:22 T Talks [1] 16:25 Tape [2] 95:13 95:22 Tariff [3] 35:22 188:6 203:2 Task [2] 236:10 236:12 Tax [10] 127:2 127:3 127:8 127:12 127:13 183:23 189:12 189:15 189:18 199:19 Taxing [1] 184:17 TC00-114 [1] 195:12 TC02-166 [1] 1:4 Technical [2] 31:5 31:16 Telecommunication [3] 25:5 25:25 220:3 Telecommunications [6] 16:25 183:7 226:15 226:20 227:1 Teleconference [1] 103:9 Telephone [13] 44:13 74:21 78:17 104:16 122:5 135:3 195:24 196:3 197:4 197:7 197: 11 222:2 230:22 Term [12] 20:10 100:1 100:3 100:12 131:2 131:3 131:4 144:15 144:16 162:8 162: 9 162:19 Terminated [1] 147:14 Terms [5] 52:25 126:21 147:10 147:10 147: Terrible [1] 162:15 Testified [14] 12:20 23:18 113:8 113:11 115:3 115:24 136:8 155:2 162:12 166:8 172: 8 185:1 211:8 212:23 Testify [6] 21:23 86:23 148:23 169:9 185:10 189:16

Testifying [2] 29:25 152:22 Testimony [48] 6:1 6:9 6:16 12:8 26:13 26:14 26:

24 28:1 28:12 29:17 29:24 31:12 32 20 34:11 34:12 34:23 38:20 51:16 68: 22 70:16 82:13 88:20 92:18 95:19 104:3 107:5 110:23 119:5 138:8 139: 2 151:5 158:1 158:7 160:24 166:6 169:4 171:21 180:21 182:21 183:21 184:2 187:16 189:24 198:17 219:3 228:21 229:2 233:9

Text [2] 77:25 77:25 Theirs [2] 83:3 110:9

Themselves [8] 61:20 115:18 159:20 173:21 187: 22 221:25 230:20 239:10

Theoretically [1] 215:25

Theory [2] 117:21 117:24 Therefore

[11] 15:23 17:1 71:8 103:5 106:23 124:11 127:14 127:16 147:15 154:1 170:2 They've

14 202:25 205:23 206:7 212:18 212:

States

25 213:8 213:12 213:22 222:15 230:8

Subtract

[2] 189:7 189:9

[2] 158:14 158:18

Subtracted

Word Index [12] 18:12 89:20 134:1 173:21 185:19 210:21 220:16 221:20 221:22 221:25 224:17 224:20 Thick [1] 35:8 Thinking [1] 240:7 Thinks [2] 161:19 214:1 Third [9] 59:23 60:25 99:25 100:1 116:13 125:18 125:19 127:1 145:24 Thoroughness [1] 236:6 Thousand [1] 230:21 Thousands [2] 20:15 20:16 Threat [1] 240:19 Three [11] 33:12 35:24 78:16 100:8 107:8 124:6 124:22 211:1 212:12 212:16 221:4 Three-year [1] 100:8 Throughout [6] 11:20 27:9 84:5 85:19 117:8 225:6 Thumbing [1] 209:22 Thursday [1] 19:16 Tick **[4]** 131:7 131:13 134:1 144:13 Tie [2] 161:7 162:8 Tightly [1] 173:8 Tim [3] 45:5 48:10 54:16 Timely [1] 228:6 Timewise [1] 171:14 Tina [1] 1:17 Title [2] 120:14 177:19 Titled [1] 121:14 Today [23] 6:8 9:20 18:21 18:25 20:7 28:25 69:12 87:5 118:12 133:20 138:6 154: 14 169:4 169:22 171:10 180:21 185:1 204:13 208:6 213:16 223:15 237:14 239:13 Today's [2] 111:24 141:15 Together [5] 8:21 12:11 161:8 162:8 221:24 Tonight [1] 190:25 Took [14] 98:10 103:14 103:17 107:18 119: 22 120:8 142:19 143:12 152:14 154:2 174:19 175:3 240:7 242:9 Tool [1] 26:21 Top [9] 48:4 57:9 86:5 87:7 108:5 108:9 142:16 166:10 212:13 Total [15] 39:11 121:21 145:25 148:22 148: 22 149:23 158:21 163:14 167:3 183: 24 203:6 203:7 206:16 212:7 216:13 Totality [1] 193:5 Totalled [1] 122:17

[1] 236:10 Towards [1] 231:10 Town [1] 230:22 Toyco [1] 224:13 Trace [1] 117:13 Track [2] 63:12 173:14 Trade [1] 185:7 Trail [1] 68:24 Trailer [1] 228:3 Transaction [2] 164:4 164:10 Transcript [6] 1:7 4:20 140:6 161:20 228:18 230: Transcription [1] 242:12 Transcripts [1] 92:21 Transportation [1] 24:19 Travel [1] 162:12 Travels [1] 164:9 Treat [1] 15:13 Treated [2] 44:1 237:16 Treating [3] 44:2 211:13 213:18 Treatment [2] 43:24 64:25 Tremendous [1] 230:17 Trends [1] 133:22 Trial [1] 15:5 Tried [5] 21:13 223:14 225:22 240:13 241:4 Trouble [1] 73:7 True [7] 33:20 143:20 173:20 183:11 222: 24 240:8 242:11 **Try** [7] 5:19 39:24 162:8 227:3 227:11 237:25 240:3 Trying [34] 8:18 8:18 9:21 9:22 12:13 12:14 13:1 13:3 14:13 17:5 17:22 19:18 20: 7 52:8 58:19 58:23 68:1 73:22 79:13 103:6 115:15 118:13 127:22 129:10 138:12 139:14 139:15 140:8 173:13 185:19 224:7 224:15 226:5 233:3 Turn [7] 36:10 59:18 121:13 129:12 130:4 145:23 158:13 Turning [3] 13:22 168:6 169:1 Turnip [1] 226:4 Twice [1] 212:16 [42] 7:9 28:5 32:16 38:11 45:1 78:16 85:20 104:22 107:7 108:4 110:20 111: 25 112:17 113:3 115:4 124:13 124:25 125:9 138:15 138:16 141:4 142:6 142: 9 142:22 143:6 145:18 146:10 146:20 159:8 167:7 167:11 168:4 172:17 172:

21 182:3 210:23 213:20 216:20 220:

14 220:16 221:12 239:5

Two-page

[1] 45:1 Two-thirds [1] 202:12 Two-week [2] 19:15 19:22 Tycoy [1] 224:13 Туре 12 224:17 231:9 239:1 Typed [1] 77:24 Types [1] $\bar{3}1:5$ [1] 69:4 [1] 239:13 Unable Under 193:24 195:22 197:13 202:9 213:10 226:15 228:10 233:19 233:22 235:3 235:4 239:5 Underbonded [12] 74:10 74:20 90:10 102:7 102:12 109:17 109:25 110:2 151:7 151:17 156:17 158:25 Underbonding [3] 157:15 157:16 180:22 Underlying [2] 26:4 230:18 Underrecorded [1] 144:5 Understated [2] 149:15 149:17 Understood [1] 118:10 Underwriting [10] 49:22 49:24 50:1 50:3 50:6 50:10 50:14 50:22 51:9 52:25 Unearned [79] 39:16 39:18 40:2 40:14 40:20 40: 23 40:24 41:4 41:22 44:12 46:8 48:16 54:25 77:11 77:13 77:17 77:23 79:4 79:7 79:8 79:9 99:8 99:23 100:14 103: 21 124:3 124:8 126:3 127:6 127:12 143:14 144:3 144:22 145:2 145:22 145:23 145:25 146:7 146:21 147:20 147:23 147:25 148:2 148:8 152:18 153:12 153:17 153:22 154:3 154:7 154:11 162:10 163:2 163:9 163:18 163:22 164:6 164:9 164:11 164:20 164:24 169:5 169:11 169:14 169:17 169:23 169:25 170:2 172:6 172:10 172:16 174:11 175:4 176:7 176:17 176:25 177:15 177:23 192:16 Unfortunately [2] 5:24 210:19 University **[1]** 24:8 Unless [4] 22:6 50:1 59:10 121:9 Unlimited [1] 162:16 Unobtainable [4] 41:24 42:25 45:19 150:24 Unpaid [1] 47:23

Unreliable

Unresolved

[1] 177:2

[1] 219:10

[21] 6:16 8:22 14:8 16:21 17:11 27:7 28:12 29:16 34:11 34:12 39:1 45:25 82:24 82:25 123:15 123:19 203:2 204: IJ

Urge [1] 219:21 Usage [4] 121:25 122:1 122:2 122:3 Ultimate Useful [1] 222:24 Umbrage Uses [4] 34:8 34:10 148:20 148:22 Utilities [7] 8:24 41:1 47:22 106:23 127:10 226:14 226:16 [6] 1:1 1:9 24:2 31:14 49:7 214:4 Utility [40] 6:2 23:18 32:6 34:2 34:5 35:1 37: [2] 24:3 24:20 9 37:18 39:10 41:20 54:17 55:16 55: Utilized 17 97:12 116:11 119:8 120:12 121:16 [2] 83:10 93:19 123:22 124:1 124:12 124:16 132:9 Utmost 164:16 164:21 188:18 192:6 192:7

Unusual

ďΣ

Upset

[1] 227:15

[2] 78:5 78:14

[60] 7:18 14:8 42:6 46:9 54:23 71:7 75:3 77:12 83:10 86:5 87:7 90:19 92:

8 95:4 95:10 95:21 97:13 102:16 102:

22 102:23 103:7 113:9 115:13 134:10

139:25 140:13 141:24 142:17 155:4

156:19 161:1 174:25 181:15 185:13

205:5 212:6 212:7 212:13 214:16 221:

23 223:12 224:15 225:19 225:24 227:

186:6 186:7 187:15 188:19 197:21

5 228:6 229:15 231:1 231:3 232:3

232:21 233:6 234:8 236:19 239:18

[2] 13:25 15:13 ${f v}$ Value [3] 88:17 125:24 126:5 Variable [1] 173:14 Variance [18] 130:8 130:12 130:16 130:18 130: 22 130:24 131:5 131:6 131:10 131:12 131:16 131:18 131:22 144:2 144:2 144:12 144:19 144:21 Variances [4] 128:23 134:2 134:8 144:22 Various [2] 50:17 180:22 Verbiage [1] 216:23 Verifying [1] 202:13 Version [6] 8:23 89:5 89:6 89:11 95:21 95:23 [5] 49:10 49:10 49:11 56:5 217:4 Viable [1] 33:3 Vice [22] 1:10 21:9 28:14 28:17 29:4 45:5 48:9 138:1 138:10 160:12 198:2 198: 11 198:16 199:4 199:17 200:1 200:5 200:8 200:18 200:21 200:24 235:23 Vicinity

[2] 146:11 151:8 View [2] 177:14 220:17 Viewed [1] 121:2 Violated [3] 10:7 202:6 220:5 Violates [1] 213:8 Violating [1] 211:20 Violation [17] 28:1 157:3 157:10 209:2 210:9 210:13 211:1 211:5 211:10 211:13

216:21 217:15

Violations [16] 210:25 212:7 213:20 214:8 214: 13 215:14 216:23 217:4 217:8 217:9

211:14 211:17 213:12 214:11 215:23

Totally

Tough

[2] 237:11 240:16

Word Index

217:11 217:12 217:13 217:20 221:22 222:22 Visual [1] 129:4 Voiced [1] 97:5 VOLUME **[1]** 1:6 Voluntary [1] 7:21 Volunteer [1] 139:8

${f W}$

Wait [7] 48:20 74:6 93:7 105:20 107:14 148:18 212:17 Waited [4] 90:16 90:16 90:20 90:22 Waiting [1] 11:24 Wal [3] 183:4 195:23 204:11 Wal-Mart [10] 182:8 182:18 183:2 183:6 183:7 195:23 195:24 195:24 204:11 204:15 Wal-Mart's [1] 183:4 Walk [2] 182:8 225:11 Wants [7] 17:17 22:4 29:7 29:11 34:21 92:9 218:18

Warranted [1] 216:8 Warrants [1] 219:24 Watch [1] 234:22 Water [1] 181:8 Ways

Wednesday [5] 7:11 11:22 18:3 203:23 204:5

Week [7] 13:21 15:21 67:6 67:7 67:12 115:

11 118:2 Weekend

[1] 233:1

[2] 14:21 67:12

[6] 7:9 14:25 111:25 112:17 113:3 115:5 Weight

[1] 70:2 Welcome [2] 87:10 229:13 Well-aware [1] 18:14 Westlaw [1] 226:15 Whichever

[1] 191:1 Whole

[5] 11:20 30:9 180:23 215:8 225:22

Widely [1] 19:25 Wiest

[168] 1:12 5:1 5:5 5:8 6:21 10:4 21:2 22:14 23:12 26:15 27:2 27:14 28:3 28: 16 32:3 32:14 33:18 33:24 34:4 34:15 34:25 36:5 37:2 38:7 39:3 42:20 43: 17 43:20 45:16 47:12 49:2 49:15 50: 12 51:18 53:11 54:6 55:9 57:22 58:9 59:15 60:14 61:10 61:23 62:2 62:15 63:2 63:17 64:4 65:5 65:20 66:3 66: 23 67:23 68:18 69:6 70:3 70:8 70:18 71:23 72:12 73:3 73:20 74:17 75:5 75: 12 76:1 76:9 76:13 76:16 76:20 83:7 84:12 85:11 85:24 86:9 88:3 88:15 88: 22 89:23 91:2 92:1 92:13 92:15 92:19 93:4 93:15 93:21 94:4 94:14 94:16 95:

1 95:8 95:11 95:23 96:4 96:10 96:14 96:16 96:22 97:6 97:9 98:3 98:5 105: 10 105:13 106:5 106:8 107:10 107:14 109:8 109:21 110:18 111:3 112:12 116:23 118:3 118:15 118:18 118:23 119:1 119:7 119:10 121:10 129:22 129:25 136:11 137:14 138:4 140:2 141:19 141:22 145:14 152:5 153:7 154:23 155:23 157:18 158:9 159:16 159:23 160:6 160:10 160:16 161:11 162:1 162:5 170:20 171:22 172:24 175:19 179:20 181:1 181:7 190:15 191:8 198:9 198:13 205:2 206:8 206: 18 207:11 207:14 207:18 207:21 223: 8 228:9 228:13 241:9

Wines [1] 227:10 Wireless [3] 25:25 224:18 224:19 Wireline [3] 26:1 26:2 26:5 Wish [1] 6:10 Withdraw

[7] 58:1 61:25 74:8 83:22 137:11 193: 13 193:15

Withdrawal [1] 90:20 Withdrawing [1] 90:15 Withdrawn [1] 51:3 Witness

[157] 5:2 10:23 10:24 11:1 11:3 11:14 12:20 23:3 23:9 23:17 26:9 27:12 29: 1 31:18 33:4 33:5 33:22 52:5 52:10 66:2 70:15 81:7 81:22 81:25 83:16 84: 15 85:24 88:2 89:22 93:1 107:7 111:1 111:7 111:11 111:13 111:17 111:21 112:2 112:25 113:6 113:15 113:19 113:24 114:3 114:7 114:8 114:9 114: 17 114:23 115:2 117:23 118:2 118:2 118:5 121:12 122:11 145:17 152:23 155:13 162:12 162:17 162:20 162:23 163:4 163:25 164:17 164:24 165:3 165:6 166:13 166:18 166:21 166:25 167:5 167:10 167:16 167:20 168:5 168:11 168:14 168:25 169:12 169:18 169:24 170:7 170:10 170:13 171:6 171:12 172:8 172:13 174:12 174:15 174:19 175:10 175:13 175:16 175:21 176:11 176:20 177:1 177:16 177:19 178:2 179:8 180:8 180:19 180:24 181: 2 192:5 192:10 192:15 192:20 193:21 194:2 194:9 194:14 194:24 195:6 195: 10 195:20 196:1 196:4 196:8 196:12 196:17 196:19 196:22 197:2 197:5 197:8 197:17 197:24 198:25 199:15 199:22 200:4 200:6 200:17 200:20 200:23 201:10 201:14 201:18 201:22 202:8 203:4 203:9 203:14 203:21 204: 2 204:5 204:14 205:9 205:24 206:6

226:2 Witnesses [8] 2:2 12:19 14:6 22:24 207:16 207: 19 225:21 240:10 Wittler [3] 1:22 242:5 242:18 Wondering

[1] 173:5 Worded [1] 226:18 Words [3] 43:2 177:24 197:13 Works [2] 46:11 132:11 World [2] 27:9 185:7 WorldCom [3] 186:15 187:2 224:13 Worldwide [3] 52:22 53:18 53:20

Worse

[1] 241:6

Worst

[1] 225:11 Worth

[3] 182:19 186:4 199:20

Write [1] 156:4

Written [3] 43:8 51:14 163:5

Wrote [2] 163:6 163:8

Y

Year

[29] 5:17 13:9 21:25 22:11 40:11 40: 16 40:18 40:18 51:23 60:22 80:3 80:5 84:6 89:17 100:8 100:10 124:5 146: 22 162:19 162:19 162:25 167:9 168:7 190:8 220:9 220:21 221:17 226:24 232:3

Years

[15] 124:7 124:13 124:19 124:22 124: 25 125:9 151:20 159:3 159:22 163:13 167:11 168:4 172:21 182:3 214:11

Yellow

[3] 129:14 130:5 143:23

Yesterday

[5] 16:23 166:4 166:6 192:19 240:10

Young

[1] 182:5

Yourself

[1] 153:2

Yourselves

[2] 221:3 221:4

\mathbf{Z}

Zero

[6] 101:11 172:18 176:1 190:6 190:7 190:11